

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

– v. –

AMERICAN EVOICE, LTD., et al.,

Defendants,

and

BIBLIOLOGIC, LTD.,

Relief Defendant.

CIVIL ACTION

NO. 9:13-cv-00003-DLC

**EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION
FOR A PRELIMINARY
INJUNCTION**

VOLUME II

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
Receipt ID: 392528171
Reseller: GoDaddy
Date: 1/18/2012 4:52:08 PM By customer via Online
Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: 406830 REDACTED
 steve@americamedia.com

Billing Information

Steven Sann
 RR&G
 2120 S. Reserve Street, PMB 210
 Missoula, MT 59801 US
 Daytime Phone: 406 REDACTED
 steve@americamedia.com

IP: REDACTED
Paid: Credit Card
Name: Steven V Sann
Creditcard Number: REDACTED
Creditcard Information: Visa Exp. REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) AMERICANEVOICE.COM This a service item.	\$12.99 recurring	\$10.81	1	\$0.00	\$10.81
1	17001-1	Private Registration Services - Renewal Length: 1 year(s) AMERICANEVOICE.COM This a service item.	\$9.99 annual	\$9.99	1	\$0.00	\$9.99
Subtotal		Shipping & Handling	Tax	Total			
\$20.98		\$0.00	\$0.00	\$20.98			

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 229377024
 Reseller: GoDaddy
 Date: 3/17/2010 3:48:33 PM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Steven Sann
 RR&G
 2120 Reserve
 PMB 210
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Steven Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	6720-1	Deluxe Hosting - Windows - 1 year Length: 1 year(s) This a service item.	\$79.68 annual	\$79.68	1	\$0.00	\$79.68
1	101-1	.COM Domain Name Registration - 1 Year Length: 1 year(s) EMERCAHOSTING.COM This a service item.	\$10.69 recurring	\$10.69	1	\$8.70	\$10.69
2	7001-1	Private Registration Services Length: 1 year(s) EMERCAHOSTING.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$90.84		\$0.00	\$0.00		\$90.84		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 228631868
 Reseller: GoDaddy
 Date: 3/14/2010 7:50:30 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Steven Sann
 RR&G
 2120 Reserve
 PMB 210
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Steven Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	10102-1	.COM Domain Name Renewal - 2 Years Length: 1 year(s) MYAMERICANEVOICE.COM This a service item.	\$21.38 recurring	\$21.38	1	\$5.35	\$21.38
1	10102-1	.COM Domain Name Renewal - 2 Years Length: 1 year(s) MYVOICEMAILPROFESSIONALS.COM This a service item.	\$21.38 recurring	\$21.38	1	\$5.35	\$21.38
2	10102-1	.COM Domain Name Renewal - 2 Years Length: 1 year(s) MYVOICEMAILSERVICES.COM This a service item.	\$21.38 recurring	\$21.38	1	\$5.35	\$21.38
3	84-1	Business Registration Length: 1 year(s) MYAMERICANEVOICE.COM This a service item.	\$4.99 annual	\$4.99	1	\$1.25	\$4.99
4	84-1	Business Registration Length: 1 year(s) MYVOICEMAILPROFESSIONALS.COM This a service item.	\$4.99 annual	\$4.99	1	\$1.25	\$4.99
5	84-1	Business Registration Length: 1 year(s) MYVOICEMAILSERVICES.COM This a service item.	\$4.99 annual	\$4.99	1	\$1.25	\$4.99
6	7001-1	Private Registration Services Length: 2.036 year(s) MYAMERICANEVOICE.COM This a service item.	\$8.99 annual	\$8.99	1	\$6.54	\$8.99

Legal Receipt for Shopper ID 634112

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
7	7001-1	Private Registration Services Length: 2.036 year(s) MYVOICEMAILPROFESSIONALS.COM This a service item.	\$8.99 annual	\$8.99	1	\$6.54	\$8.99
8	7001-1	Private Registration Services Length: 2.11 year(s) MYVOICEMAILSERVICES.COM This a service item.	\$8.99 annual	\$8.99	1	\$6.60	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$83.59		\$0.00	\$0.00		\$83.59		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 223332279
 Reseller: GoDaddy
 Date: 2/19/2010 11:23:14 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Steven Sann
 RR&G
 2120 Reserve
 PMB 210
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Steven Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	111-1	.COM Domain Name Transfer - 1 Year Length: 1 year(s) BIBLIOLOGIC.COM This a service item.	\$7.99 recurring	\$6.99	1	\$0.00	\$6.99
1	7002-1	Private Transfer Services Length: 2.008 year(s) BIBLIOLOGIC.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$25.22		\$0.00	\$0.00		\$25.22		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 136625662
 Reseller: GoDaddy
 Date: 11/3/2008 10:22:46 AM By customer via Online
 Source Code: HASH3

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: ^{REDACTED}
 nate@americamedia.com

Billing Information

Steven Sann
 RR&G
 2120 Reserve St
 PMB 210
 Missoula, MT 59801 US
 Daytime Phone: ^{REDACTED}
 nate@americamedia.com

IP: **REDACTED**
 Paid: Credit Card
 Name: Steven Sann
 Creditcard Number: ^{REDACTED}
 Creditcard Information: ^{REDACTED}

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	102-1	.COM Domain Name Registration - 2 Years Length: 1 year(s) SECUREADAT.COM This a service item.	\$21.38 recurring	\$19.98	1	\$5.00	\$19.98
1	7001-1	Private Registration Services Length: 2 year(s) SECUREADAT.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
2	10102-1	.COM Domain Name Renewal - 2 Years Length: 1 year(s) AMERICANEVOICE.COM This a service item.	\$21.38 recurring	\$21.38	1	\$6.40	\$21.38
3	17001-1	Private Registration Services - Renewal Length: 2 year(s) AMERICANEVOICE.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$66.72		\$0.00	\$0.00		\$66.72		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 310954447
 Reseller: GoDaddy
 Date: 3/7/2011 9:34:45 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: REDACTED
 cheri@americamedia.com

Billing Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: REDACTED
 cheri@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nathan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) EMERICAHOSTING.COM This a service item.	\$11.99 recurring	\$11.44	1	\$0.00	\$11.44
1	17001-1	Private Registration Services - Renewal Length: 1 year(s) EMERICAHOSTING.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
2	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) MIRACLEUNDERGROUND.COM This a service item.	\$11.99 recurring	\$11.44	1	\$0.00	\$11.44
3	17001-1	Private Registration Services - Renewal Length: 1 year(s) MIRACLEUNDERGROUND.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$41.22		\$0.00	\$0.00		\$41.22		

Confidential Treatment
 Requested By
 The Go Daddy Group

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 310404458
 Reseller: GoDaddy
 Date: 3/5/2011 6:06:20 AM By billing agent via billing agent
 Source Code: REDACTED

Shipping Information

Nathan Sann
 2120 S Reserve St
 PMB 210
 Missoula, MT 59801 us
 Daytime Phone: REDACTED
 eric@americamedia.com

Billing Information

Nathan Sann
 2120 S Reserve St
 PMB 210
 Missoula, MT 59801 us
 Daytime Phone: REDACTED
 eric@americamedia.com

Paid: Credit Card
 Name: Nathan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Roy	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) VOICEMAILPROF.COM	\$23.98 recurring	\$22.88	1	\$0.00	\$22.88
1	17001-1	Private Registration Services - Renewal Length: 2 year(s) VOICEMAILPROF.COM	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$41.22		\$0.00	\$0.00		\$41.22		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 300663615
 Reseller: GoDaddy
 Date: 1/26/2011 12:57:02 PM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: REDACTED
 eric@americamedia.com

Billing Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: REDACTED
 eric@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nathan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) MYTECHMAX.COM This a service item.	\$23.98 recurring	\$22.88	1	\$0.00	\$22.88
Subtotal		Shipping & Handling	Tax		Total		
\$23.24		\$0.00	\$0.00		\$23.24		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 292122112
 Reseller: GoDaddy
 Date: 12/20/2010 7:19:05 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: 816263^{REDACTED}
 eric@americamedia.com

Billing Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: 816263^{REDACTED}
 eric@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nathan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) THEPROPHECYWORKSHOP.COM This a service item.	\$11.99 recurring	\$11.99	1	\$0.00	\$11.99
1	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) AMERICANEVOICE.COM This a service item.	\$11.99 recurring	\$10.30	1	\$0.00	\$10.30
2	17001-1	Private Registration Services - Renewal Length: 1 year(s) AMERICANEVOICE.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$31.64		\$0.00	\$0.00		\$31.64		

Confidential Treatment
 Requested By
 The Go Daddy Group

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 276356408
 Reseller: GoDaddy
 Date: 10/11/2010 11:14:37 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nathan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	102-1	.COM Domain Name Registration - 2 Years (recurring) Length: 1 year(s) SALMONLAKECAMP.COM This a service item.	\$23.98 recurring	\$23.98	1	\$6.00	\$23.98
1	7001-1	Private Registration Services Length: 2 year(s) SALMONLAKECAMP.COM This a service item.	\$8.99 annual	\$8.99	1	\$6.49	\$8.99
2	84-1	Business Registration Length: 2 year(s) SALMONLAKECAMP.COM This a service item.	\$4.99 annual	\$4.99	1	\$2.50	\$4.99
3	102-1	.COM Domain Name Registration - 2 Years (recurring) Length: 1 year(s) SALMONLAKEYOUTHBRANCH.COM This a service item.	\$23.98 recurring	\$23.98	1	\$6.00	\$23.98
4	7001-1	Private Registration Services Length: 2 year(s) SALMONLAKEYOUTHBRANCH.COM This a service item.	\$8.99 annual	\$8.99	1	\$6.49	\$8.99
5	84-1	Business Registration Length: 2 year(s) SALMONLAKEYOUTHBRANCH.COM This a service item.	\$4.99 annual	\$4.99	1	\$2.50	\$4.99

Legal Receipt for Shopper ID 634112

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
6	102-1	.COM Domain Name Registration - 2 Years (recurring) Length: 1 year(s) SALMONLAKEYOUTH CAMP.COM This a service item.	\$23.98 recurring	\$23.98	1	\$6.00	\$23.98
7	7001-1	Private Registration Services Length: 2 year(s) SALMONLAKEYOUTH CAMP.COM This a service item.	\$8.99 annual	\$8.99	1	\$6.49	\$8.99
8	84-1	Business Registration Length: 2 year(s) SALMONLAKEYOUTH CAMP.COM This a service item.	\$4.99 annual	\$4.99	1	\$2.50	\$4.99
9	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) INTELENET.US.COM This a service item.	\$22.88 recurring	\$22.88	1	\$5.72	\$22.88
10	12013-1	.NET Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) SANNSTORM.NET This a service item.	\$29.98 recurring	\$20.22	1	\$5.06	\$20.22
11	12113-1	.ORG Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) SANNSTORM.ORG This a service item.	\$29.98 recurring	\$19.40	1	\$4.85	\$19.40
12	17001-1	Private Registration Services - Renewal Length: 2 year(s) SANNSTORM.NET This a service item.	\$8.99 annual	\$8.99	1	\$4.50	\$8.99
13	17001-1	Private Registration Services - Renewal Length: 2 year(s) SANNSTORM.ORG This a service item.	\$8.99 annual	\$8.99	1	\$4.46	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$174.91		\$0.00	\$0.00		\$174.91		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 267772907
 Reseller: GoDaddy
 Date: 9/3/2010 10:25:53 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Nathan Sann
 RR&G
 2120 S Reserve ST
 PMB 210
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nathan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10156-1	Hosting - Shared - Deluxe - Linux - Renewal - Monthly (recurring) Length: 1 month(s) pulseoftruthstore.com This a service item.	\$6.99 monthly	\$6.99	6	\$8.39	\$6.99
1	10154-1	Hosting - Shared - Deluxe - Windows - Renewal - Monthly (recurring) Length: 1 month(s) americahosting.com This a service item.	\$6.99 monthly	\$6.99	6	\$8.39	\$6.99
2	10064-1	Hosting - Shared - Economy - Windows - Renewal - Monthly (recurring) Length: 1 month(s) americamedia.com This a service item.	\$4.99 monthly	\$4.99	6	\$5.99	\$4.99
3	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) HEARYOUZ.COM This a service item.	\$21.98 annual	\$21.98	1	\$0.00	\$21.98
4	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) TECHMAXSOLUTIONS.COM This a service item.	\$21.98 annual	\$21.98	1	\$0.00	\$21.98
5	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) MYNETWORKASSURANCE.COM This a service item.	\$21.98 annual	\$21.98	1	\$0.00	\$21.98

Legal Receipt for Shopper ID 634112

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
6	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) SECUREADAT.COM This a service item.	\$21.98 annual	\$21.98	1	\$0.00	\$21.98
7	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) MYCONTINENTALONLINE.COM This a service item.	\$21.98 annual	\$21.98	1	\$0.00	\$21.98
8	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) MYUNITEDRESIDENTIAL.COM This a service item.	\$21.98 annual	\$21.98	1	\$0.00	\$21.98
9	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) SANNSTORM.COM This a service item.	\$21.98 annual	\$20.60	1	\$0.00	\$20.60
10	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) INTELLENETUS.COM This a service item.	\$21.98 annual	\$21.98	1	\$0.00	\$21.98
11	17001-1	Private Registration Services - Renewal Length: 2 year(s) SECUREADAT.COM This a service item.	\$8.99 annual	\$8.99	1	\$3.60	\$8.99
12	17001-1	Private Registration Services - Renewal Length: 2 year(s) MYCONTINENTALONLINE.COM This a service item.	\$8.99 annual	\$8.99	1	\$3.60	\$8.99
13	17001-1	Private Registration Services - Renewal Length: 2 year(s) MYUNITEDRESIDENTIAL.COM This a service item.	\$8.99 annual	\$8.99	1	\$3.60	\$8.99
14	17001-1	Private Registration Services - Renewal Length: 2 year(s) SANNSTORM.COM This a service item.	\$8.99 annual	\$8.99	1	\$3.60	\$8.99
15	17001-1	Private Registration Services - Renewal Length: 2 year(s) INTELLENETUS.COM This a service item.	\$8.99 annual	\$8.99	1	\$3.57	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$340.32		\$0.00	\$0.00		\$340.32		

Confidential Treatment
Requested By
The Go Daddy Group

GD 001636

PX 12, Att. 17, p. 000321

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 251902748
 Reseller: GoDaddy
 Date: 6/30/2010 9:40:57 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Steven Sann
 RR&G
 2120 S Reserve St
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nuthan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	102-1	.COM Domain Name Registration - 2 Years (recurring) Length: 1 year(s) REACHME2DAY.COM This a service item.	\$21.38 recurring	\$19.98	1	\$6.20	\$19.98
1	7001-1	Private Registration Services Length: 2 year(s) REACHME2DAY.COM This a service item.	\$8.99 annual	\$8.99	1	\$3.99	\$8.99
2	84-1	Business Registration Length: 2 year(s) REACHME2DAY.COM This a service item.	\$4.99 annual	\$4.99	1	\$0.00	\$4.99
3	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) BLENDEDMARKET.COM This a service item.	\$21.38 recurring	\$19.64	1	\$0.00	\$19.64
4	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) FONERIGHT.COM This a service item.	\$21.38 recurring	\$21.38	1	\$0.00	\$21.38
5	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) SECURATDAT.COM This a service item.	\$21.38 recurring	\$21.38	1	\$0.00	\$21.38
6	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) NATHANSANN.COM This a service item.	\$21.38 recurring	\$21.38	1	\$0.00	\$21.38
7	17001-1	Private Registration Services - Renewal Length: 2 year(s) BLENDEDMARKET.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99

Confidential Treatment
 Requested By
 The Go Daddy Group

GD 001640

PX 12, Att. 17, p. 000322

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 156778040
 Reseller: GoDaddy
 Date: 3/4/2009 11:05:05 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Nathan Sann
 RR&G
 2120 s Reserve st
 PMB 210
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nathan Sann
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	102-1	.COM Domain Name Registration - 2 Years Length: 1 year(s) VOICEMAILPROF.COM This a service item.	\$21.38 recurring	\$19.98	1	\$6.00	\$19.98
1	7001-1	Private Registration Services Length: 2 year(s) VOICEMAILPROF.COM This a service item.	\$8.99 annual	\$8.99	1	\$2.00	\$8.99
Subtotal		Shipping & Handling	Tax		Total		
\$28.36		\$0.00	\$0.00		\$28.36		

Confidential Treatment
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 The Go Daddy Group

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 152649929
 Reseller: GoDaddy
 Date: 2/10/2009 10:33:59 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Saan
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Nathan Saan
 RR&G
 2120 s Reserve st
 PMB 210
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 nate@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Nathan Saan
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	102-1	.COM Domain Name Registration - 2 Years Length: 1 year(s) MYTECHMAX.COM This a service item.	\$21.38 recurring	\$19.98	1	\$0.00	\$19.98
Subtotal		Shipping & Handling	Tax		Total		
\$20.38		\$0.00	\$0.00		\$20.38		

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 223112338
 Reseller: GoDaddy
 Date: 2/18/2010 11:52:09 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 nate@americamedia.com

Billing Information

Robert Brauch
 RR&G
 2120 Reserve PMB #210
 Missoula, MT 59801 US
 Daytime Phone: REDACTED
 dan@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Robert M Brauch
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc	Total Price
0	102-1	.COM Domain Name Registration - 2 Years Length: 1 year(s) EWORLDOFBOOKS.COM This a service item.	\$21.38 recurring	\$21.38	1	\$0.00	\$21.38
1	7001-1	Private Registration Services Length: 2 year(s) EWORLDOFBOOKS.COM This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
2	12002-1	.NET Domain Name Registration - 2 Years Length: 1 year(s) EWORLDOFBOOKS.NET This a service item.	\$25.98 recurring	\$19.98	1	\$0.00	\$19.98
3	7001-1	Private Registration Services Length: 2 year(s) EWORLDOFBOOKS.NET This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
4	12013-1	.NET Domain Name Renewal - 2 Years Length: 1 year(s) BIBLIOLOGIC.NET This a service item.	\$25.98 recurring	\$21.62	1	\$0.00	\$21.62
5	12113-1	.ORG Domain Name Renewal - 2 Years Length: 1 year(s) BIBLIOLOGIC.ORG This a service item.	\$29.98 recurring	\$21.92	1	\$0.00	\$21.92
6	17001-1	Private Registration Services - Renewal Length: 2 year(s) BIBLIOLOGIC.NET This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99
7	17001-1	Private Registration Services - Renewal Length: 2 year(s) BIBLIOLOGIC.ORG This a service item.	\$8.99 annual	\$8.99	1	\$0.00	\$8.99

Confidential Treatment
 Requested By
 The Go Daddy Group

GD 001654

PX 12, Att. 18, p.000325

Legal Receipt for Shopper ID 634112

Subtotal	Shipping & Handling	Tax	Total
\$158.26	\$0.00	\$0.00	\$158.26

Legal Receipt for Shopper ID 634112

Shopper ID: 634112
 Receipt ID: 100459645
 Reseller: GoDaddy
 Date: 3/18/2008 8:39:58 AM By customer via Online
 Source Code: REDACTED

Shipping Information

Steven Sann
 RR&G
 1001 E. Broadway PMB #207
 Missoula, MT 59802 us
 Daytime Phone: REDACTED
 jim@americamedia.com

Billing Information

Robert Branch
 Emerica Media
 1001 E. Broadway PMB #207
 Missoula, MT 59802 US
 Daytime Phone: REDACTED
 jim@americamedia.com

IP: REDACTED
 Paid: Credit Card
 Name: Robert M Branch
 Creditcard Number: REDACTED
 Creditcard Information: REDACTED

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	12102-1	.ORG Domain Name Registration - 2 Years Length: 1 year(s) BIBLIOLOGIC.ORG This a service item.	\$19.98 recurring	\$17.98	1	\$0.00	\$17.98
1	84-1	Business Registration Length: 2 year(s) BIBLIOLOGIC.ORG This a service item.	\$4.99 annual	\$4.99	1	\$0.00	\$4.99
2	7001-1	Private Registration Services Length: 2 year(s) BIBLIOLOGIC.ORG This a service item.	\$8.99 annual	\$6.99	1	\$2.99	\$6.99
3	12002-1	.NET Domain Name Registration - 2 Years Length: 1 year(s) BIBLIOLOGIC.NET This a service item.	\$19.98 recurring	\$19.98	1	\$0.00	\$19.98
4	84-1	Business Registration Length: 2 year(s) BIBLIOLOGIC.NET This a service item.	\$4.99 annual	\$4.99	1	\$0.00	\$4.99
5	7001-1	Private Registration Services Length: 2 year(s) BIBLIOLOGIC.NET This a service item.	\$8.99 annual	\$6.99	1	\$2.99	\$6.99
Subtotal		Shipping & Handling	Tax		Total		
\$74.72		\$0.00	\$0.00		\$74.72		

Confidential Treatment
 Requested By
 The Go Daddy Group

GD 001681

PX 12, Att. 18, p.000327

VOICEMAILSERVICES

The Honorable Julius Genachowski
Chairman
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Dear Chairman Genachowski:

I'm writing this letter as a concerned business owner of Voicemail Services, a small company located in Las Vegas, Nevada that employs 5 people. My company provides voicemail messaging services.

We applaud your efforts to protect consumers from phone bill cramming. However, we also strongly believe that third-party billing services provide great value to businesses and consumers alike, and that these services must be preserved in any new rules that are implemented for the industry.

Thousands of businesses across the nation see first-hand the benefits of third-party billing, including the ability to reduce administrative costs and consolidate charges for services onto a single bill. Additionally, millions of consumers each year are able to acquire a broader array of services at more competitive rates, with a billing option that does not require them to open an additional line of credit or manage yet another bill.

As a result of third-party billing services, companies like mine have been able to offer our customers a flexible and hassle-free billing option that saves them time and money, which has helped us remain competitive in an increasingly challenging market. Banning third-party billing would unnecessarily harm businesses like ours, as well as those we serve.

Voicemail Services supports your important goal of protecting consumers from cramming. However, we believe that this is best achieved through the implementation of reasonable measures, not through an outright ban of a service that is valued by millions of consumers and is a driver of growth for thousands of businesses. As you consider applying the rules in your Notice for Proposed Rulemaking, we urge you to consider the financial impact they would have across the country.

Sincerely,



Steven V. Sann
President



The Honorable Julius Genachowski
Chairman
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Dear Chairman Genachowski:

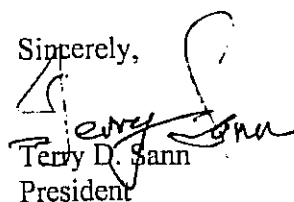
I'm writing this letter as a concerned business owner of American Evoice, a small company located in Las Vegas, Nevada that employs 5 people. My company provides voicemail messaging services.

We applaud your efforts to protect consumers from phone bill cramming. However, we also strongly believe that third-party billing services provide great value to businesses and consumers alike, and that these services must be preserved in any new rules that are implemented for the industry.

Thousands of businesses across the nation see first-hand the benefits of third-party billing, including the ability to reduce administrative costs and consolidate charges for services onto a single bill. Additionally, millions of consumers each year are able to acquire a broader array of services at more competitive rates, with a billing option that does not require them to open an additional line of credit or manage yet another bill.

As a result of third-party billing services, companies like mine have been able to offer our customers a flexible and hassle-free billing option that saves them time and money, which has helped us remain competitive in an increasingly challenging market. Banning third-party billing would unnecessarily harm businesses like ours, as well as those we serve.

American Evoice supports your important goal of protecting consumers from cramming. However, we believe that this is best achieved through the implementation of reasonable measures, not through an outright ban of a service that is valued by millions of consumers and is a driver of growth for thousands of businesses. As you consider applying the rules in your Notice for Proposed Rulemaking, we urge you to consider the financial impact they would have across the country.

Sincerely,

Terry D. Sann
President

10/24/2011	DOC TYPE: COMMENT APPL: Tim McAteer, President & General Manager Inmate Calling Solutions	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: The Internet Search Optimization Company ATT: Steven A. Augustino LAW FIRM: Kelley Drye & Warren LLP	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Terry Sann	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: T-Mobile USA, Inc. ATT: Kathleen O'Brien Ham	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Steven Sann	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Sprint Nextel Corporation ATT: Scott Freiermuth	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Search Engine Plus ATT: Steven A. Augustino LAW FIRM: Kelley Drye & Warren LLP	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Personal Content Protection ATT: Joshua T. Guyan LAW FIRM: Kelley Drye & Warren LLP	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: PaymentOne Corporation ATT: Steven A. Lancellotta LAW FIRM: Butzel Law Tighe Patton PLLC	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Online Business Association, Inc. ATT: Joshua T. Guyan LAW FIRM: Kelley Drye & Warren LLP	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: New England Commissions ATT: Kerri J. DeYoung, Esq.	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: National Consumers League ATT: John Breyault	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: MetroPCS Communications, Inc. ATT: Carl W. Northrop LAW FIRM: Telecommunications Law Professionals PLLC	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Leap Wireless International, Inc. and Cricket Communications, Inc. ATT: James H. Barker LAW FIRM: Latham & Watkins LLP	PROCEEDING: 11-116
10/24/2011	DOC TYPE: COMMENT APPL: Jerry Ou	PROCEEDING: 11-116

Certificate of Compliance

I do hereby certify that, to the best of my knowledge, Billing Services Group Ltd. ("BSG"), conducted a reasonable search to locate all documents in its possession, custody, or control that were responsive to the **January 11, 2012** Civil Investigative Demand served upon BSG by the Federal Trade Commission ("FTC") and that it produced all such responsive documents to the FTC.

I declare under penalty of perjury that the foregoing is true and correct.

Anne Salis

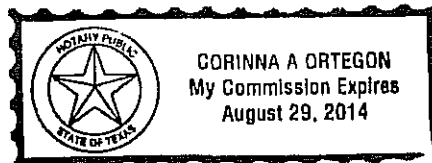
Signature

Paralegal

Title

April 23, 2012

Date



Gorinna A Ortega

4/23/2012

**CERTIFICATION OF RECORDS
OF REGULARLY CONDUCTED ACTIVITY
PURSUANT TO 28 U.S.C. § 1746**

I, Andrea Salinas, have personal knowledge of the facts set forth below and am competent to testify as follows:

1. I have authority to certify the authenticity of the records produced by BILLING SERVICES GROUP LIMITED, and attached hereto.
2. The documents produced and attached hereto by BILLING SERVICES GROUP LIMITED, are originals or true copies of original records of regularly conducted activity that:
 - a. Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b. Were kept in the course of the regularly conducted activity of BILLING SERVICES GROUP LIMITED; and
 - c. Were made by the regularly conducted activity as a regular practice of BILLING SERVICES GROUP LIMITED.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on: April 20, 2012
(Date)

Location: San Antonio, Texas
(City, State)



SIGNATURE

ESBI™

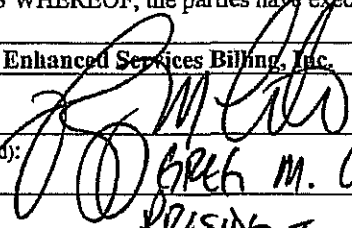
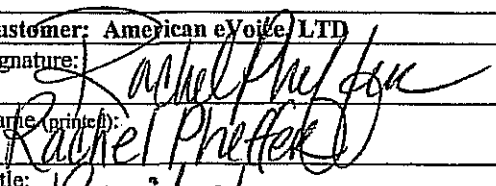
CALL RECORD PROCESSING AND INFORMATION MANAGEMENT SERVICES AGREEMENT

This Call Record Processing and Information Management Services Agreement (the "Agreement") is made the Effective Date written below by Enhanced Services Billing, Inc. ("ESBI" or "Company"), a Delaware corporation, whose principal address and telephone number are 7411 John Smith Drive, Suite 200, San Antonio, Texas 78229-4898, (210) 949-7000, and the "Customer" identified below. This Agreement consists of this cover page, the following terms and conditions, attached exhibits, and addenda, if any. Customer and Company, and their affiliates, are sometimes collectively referred to herein as the "Parties", or separately as a "Party."

"Customer" (name as it exactly appears in Customer's current Articles of Incorporation or equivalent organization documents)	American eVoice, LTD				
State in which Customer's Articles of Incorporation or organization documents are filed	Nevada				
Contact Name	Rachel Pheffer				
Street Address	5427 Johnson Drive, Suite 152				
City	Mission	State	Kansas	Zip	66205
Telephone	866.378.6752		Fax	866.378.6752	
E-mail Address					

Effective Date	April 30, 2008
----------------	----------------

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company: Enhanced Services Billing, Inc.	Customer: American eVoice, LTD
Signature: 	Signature: 
Name (printed): Greg M. CARTER	Name (printed): Rachel Pheffer
Title: PRESIDENT	Title: President



RECITALS

WHEREAS, Customer is engaged in the business of providing certain communications products and services that it desires to bill and collect through Local Exchange Carriers ("LECs");

WHEREAS, Company has entered into agreements with certain LECs ("LEC Agreements") that allow Company to provide call record processing and information management services for Qualifying EMI Billing Records that are transmitted by Company to such LECs ("Company Services"); and

WHEREAS, Customer desires to obtain such Company Services on the terms and conditions contained herein;

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

As used in this Agreement, certain terms have the meanings set forth in Exhibit "A," unless their context in this Agreement requires otherwise.

SECTION 2. SCOPE OF AGREEMENT.

Customer will purchase from Company and Company will provide the services described in Section 3, subject to the terms and conditions set forth herein, such terms and conditions being subject to the limitations of the LEC Agreements and Coalition Guidelines. Company will be Customer's sole and exclusive source for LEC billing and information management services in the United States and Canada for the LECs. As Company enters into additional LEC Agreements, Company will provide services to Customer in such LEC areas on the same terms and conditions as contained herein.

SECTION 3. BILLING SERVICES.

(a) Submission of EMI Billing Records: Customer will submit Customer's EMI Billing Records ("Records") to Company for purchase and submission to the LECs at least once per week during the Term of this Agreement as defined below. Records must contain information adequate for Company to process such Records and to submit them to the LECs. In the event Customer cannot satisfy the minimum transmission volumes described in Section 4(g), Customer will submit Records at least once per month. All costs related to submissions will be borne by Customer.

(b) Company's Edits and Screens: Following receipt of Customer's Records, Company will process Customer's Records through Company's edits and screens. Those Records that pass Company's edits and screens will be "Qualifying Records." Company will purchase from Customer those Qualifying Records and will transmit the Qualifying Records for subsequent purchase, billing, and collection by the LECs. Those Records that do not pass Company's edits and screens will be "Company Rejected Records." Company Rejected Records will be returned to Customer, and Company will have no other obligation with respect to Company Rejected Records, except that, subject to the terms and conditions of this Agreement, Customer may

resubmit Company Rejected Records to Company after all deficiencies of such Company Rejected Records are corrected by Customer and, if such Company Rejected Records thereafter pass Company's edits and screens as Qualifying Records, Company will thereupon treat such records as Qualifying Records.

(c) Submission to LECs: After passing Company's edits and screens, Company will transmit Customer's Qualifying Records to the appropriate LECs for billing and collection under the LEC Agreements.

(d) Billing and Collection by LECs: Customer acknowledges that the LECs will be solely responsible for billing End Users in the applicable LEC for Qualifying Records ("Collectable Amounts"). Company will have no billing or collection obligations other than transmission of the Qualifying Records to the LECs. Customer expressly acknowledges and agrees that Company is not a debt collector as such term is used or defined in the Federal Debt Collection Practices Act or the Texas Debt Collection Act, or any other federal, state or local law. Company may use third-party services to perform all or part of the services rendered under this Agreement.

(e) Printing of Customer's Name on End User's LEC Telephone Bill: Company will use reasonable efforts to cause each LEC to print Customer's name, along with the associated Qualifying Records, on each End User's telephone bill billed by the LECs. Customer acknowledges that where the LECs do not provide this service, Customer's name will not appear on the End User's telephone bill. However, in the event that an End User requests Customer's address or telephone number, Company will provide such information to the requesting End User.

(f) Basic End User Inquiry, Investigation and Credit or Adjustment Services ("Customer Service"): Customer acknowledges that Company retains the right to change Company's Procedures for Customer Service contained in Exhibit "F" from time to time, as Company reasonably determines necessary to comply with the Company LEC Agreements, state or federal laws, rules, regulations, Tariffs, or the regulatory environment. Customer agrees that Company has complete discretion to address any inquiries addressed to or through it by End



Users, LECs, or regulatory or law enforcement bodies. Customer agrees to be bound by Company's decisions and to pay any credits, fees, or penalties that may result from Customer's Records.

(g) Reporting: Company will provide only electronic information and reports to Customer and will do so via ARRS. The Company may replace or discontinue the ARRS services and provide a reasonable alternative to ARRS services after notice to Customer. At this time, Company is not providing written reports to Customer.

SECTION 4. CUSTOMER'S OBLIGATIONS.

(a) Cooperation by Customer: Customer will cooperate with Company to the fullest extent under this Agreement. Such cooperation will include, but not be limited to, the following:

(i) supplying Company with Customer's identification codes, any and all certifications of regulatory authorities pertaining to Customer, as well as any other information and documents reasonably necessary or helpful for Company to process Records under this Agreement;

(ii) supplying Company with all technical information and assistance with testing that Company deems reasonably necessary or helpful in providing Company Services to Customer;

(iii) promptly supplying Company with requested information on End Users, including marketing information, reasonably necessary to perform Company Services for Customer, and if such information is requested by judicial rule or a regulatory body, then within one half the time Company has to respond to such request; and

(iv) supplying Company with all information requested by Company as set forth in Exhibit "G."

(b) Applicable Approvals and Compliance with Law: Customer will obtain and keep current all applicable federal, state and local licenses, Tariffs, certifications, and approvals and will fully comply with, and has full responsibility to comply with, all other applicable federal, state and local rules, regulations, laws, and Tariffs. No provision in this Agreement shall cause or be construed to cause either party to violate any legal or regulatory requirement or obligation. Customer certifies that all Records submitted by Customer will comply with the service provider's certifications and Tariffs in the relevant jurisdictions for the Records and with all applicable state, federal and LEC rules, regulations, laws, and Coalition Guidelines. Customer agrees that Company will assume no responsibility for such compliance whatsoever and that Company may suspend or discontinue Company Services, at Company's discretion, without prior notice,

for any Records that Company determines does not comply with applicable rules, regulations, laws, or the Coalition Guidelines. In the event Company suspends Company Services pursuant to the preceding sentence, Company may reinstate Company Services after Customer fully complies with all applicable rules, regulations, laws, or the Coalition Guidelines within the time frame established by Company for such compliance. Customer acknowledges that certain LEC billing systems contain edits and screens ("Blocks") that prevent Customer's Records from being billed to Customer's End Users until Company can demonstrate to such LECs that Customer has the proper authority to provide services to Customer's End Users. Customer further acknowledges that in such instances, those LECs control the removal of such Blocks, and Company will not be responsible for submitting Records to those LECs prior to the removal of such Blocks.

(c) Authorized Charges: Where applicable, Customer will submit Records to Company only for services that have been properly authorized by End Users, as described in Exhibit "G." Customer agrees to cancel services for End Users that request cancellation. Customer agrees to timely provide Company with a valid 391001 record, containing authorization information, for each Record submitted.

(d) Validation: Customer will validate all collect, third party, and LEC calling card billed Records using LIDBs (Line Information Data Bases) or another alternative validation method that complies with applicable rules, regulations, and laws and is acceptable to the LECs and Company. If Company determines that Customer has not properly validated such Records, then Company will have the right to reject such Records. Customer will remain wholly and individually liable to Company or any third party for un-validated or improperly validated Records.

(e) Completed Calls: Customer warrants that Customer is in compliance with the FCC's order to determine call connection using hardware or software "answer detection." Customer further agrees that Customer will submit to Company only those Records for calls that represent valid, completed calls as defined in Exhibit "D."

(f) Aged Records: Customer will not submit Records to Company that are more than one hundred twenty (120) days old or that exceed "age of toll" limitations established by an applicable LEC, whichever is less.

(g) Minimum Transmission Volumes: Customer will not submit to Company less than Five Hundred Dollars (\$500) in Company Processing Fees per Library Code in any single transmission.

(h) Review of Reporting: Customer will be responsible for reviewing all reports and notices generated by ARRS, ARRS user manuals, and other information posted to any bulletin board or internet service maintained by Company, transmitted by e-mail,



mail or otherwise and made available to Customer by Company, and for notifying Company of any inaccuracies in such reports and notices within ninety-one (91) days of the date such information is made available to Customer. Failure to notify Company of any inaccuracies within such time period will constitute acceptance thereof. If Customer requests additional copies of electronic reports, or requests that electronic reports be produced in printed form, Customer agrees to pay Company's then prevailing rates for such additional or printed reports. Additional time and cost charges will be incurred if information has to be retrieved by Company from archives. Such time and cost charges also will apply to material produced in response to a request by regulatory or law enforcement bodies or pursuant to judicial rules, orders or subpoenas. Company provides reports, notices, user manuals and individual training to assist Customer's performance under this Agreement. New customers should attend training on Company's systems and reporting methods at Company's headquarters within one hundred eighty (180) days of the Effective Date.

(i) Objectionable Content: Customer agrees, as a condition of Company's performance under this Agreement, that Customer will not submit Records for processing under this Agreement that arise from or are related to products or services pertaining to matters that are harmful, damaging or against public policy, including, but not limited to, products or services that:

- (i) explicitly or implicitly refer to sexual conduct;
- (ii) contain indecent, obscene or profane language;
- (iii) allude to bigotry, racism, sexism or other forms of discrimination;
- (iv) are of a violent nature;
- (v) through advertising, content or delivery, are deceptive, or may take unfair advantage of minors, the elderly or the general public;
- (vi) are publicly accessible, multi-party connections commonly known as "gab" or "chat" services;
- (vii) are offered by Customer or its agents using box, sweepstakes or contest-type entry forms;
- (viii) are offered by Customer or its agents using negative option sales offers;
- (ix) are 800 pay-per-call services;
- (x) are collect callback services;
- (xi) are phantom billing (i.e., charging for calls never made or services never provided);
- (xii) have not been properly authorized by End Users, or that Company determines, in its sole discretion, have had excessive Customer Service or adjustments associated with such services;

(xiii) are prohibited by federal, state or local rules, regulations and laws, Tariffs or the Coalition Guidelines;

(xiv) individual LECs exclude from the types of services or products for which their policies permit them to bill and collect or that, in Company's determination will or could jeopardize Company's LEC Agreements;

(xv) are, in Company's determination, deceptive or anti-consumer; or

(xvi) have been purchased by, transferred to or shared with Customer or Customer's affiliates, any portion of which such Records, call records, billing records, accounts receivable or customer base(s) have been previously refused, suspended or terminated by any LEC or billing aggregator for any reason, regardless of whether the refusal, suspension or termination was in the name of the entity currently billing the Records, call records, billing records, accounts receivable or customer base(s) or in the name of any other person or entity.

Notwithstanding any other provision of this Section, the parties acknowledge that Company has no reasonable means of determining the validity of or authorization for Records sent to Company for processing under this Agreement, and that Company therefore strictly relies upon Customer to forward only valid and authorized Records that can be, if necessary, substantiated in a court of law or to a regulatory body. Customer warrants and represents, when submitting Records to Company, that such Records are true and correct and accurately reflect proper charges legally owed by Customer's End User to Customer. In the event Customer violates this Section 4, Company reserves the right to immediately cease Company's Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, Company may, in its sole discretion, notify any federal, state or local regulatory or law enforcement entity or LECs in the event of any suspension or discontinuance of Company's Services under this Agreement.

(j) No Other Billing Arrangement: Customer warrants that the Records submitted at least once per week or monthly by Customer to Company pursuant to this Agreement are owned by Customer and are not subject to any Claims, are not and will not be subject to any other billing and collection agreement, have not been billed previously by any method and will not be billed by Customer or another party following their submission by Customer to Company. Notwithstanding the above, Customer may bill Company Rejected Records or LEC Rejected Records after the deficiency has been corrected. With the exception of Records subject to LEC Adjustments, Customer may not initiate secondary collection efforts for any Records that have billed to Customer's End Users by the LECs.


Customer

Customer warrants that after reasonable investigation, Customer is not aware of any impediment that would prohibit or hinder Customer in entering into this Agreement.

(k) LEC Billing Compliance: Customer acknowledges that this Agreement allows Company to prohibit any Records transmitted to Company by Customer that violate the terms and conditions of the Company's LEC Agreements.

(l) Company Anti-Cramming Consumer Protection Standards of Practice: Customer will comply with the Company Anti-Cramming Consumer Protection Standards of Practice set forth in Exhibit "G" of this Agreement and the Coalition Guidelines, as they may be revised from time to time.

(m) Payment of Amounts Due Company: In the event Company invoices Customer for amounts owed Company by Customer under this Agreement, Customer will pay to Company any amounts determined by Company to be due Company by Customer under this Agreement or any other agreement between the parties within ten (10) days of the date of invoice by Company. Time is of the essence for such payments. Company may withhold, offset, retain, deduct, set off, recoup, or otherwise recover any amounts Customer or its affiliates owe Company or its affiliates under this Agreement or any other agreement between the parties without notice. After a period of thirty (30) days from such invoice date, interest on unpaid balances will accrue at the lower of eighteen percent (18%) per annum or the highest legal rate allowed by law. Customer further agrees that timely payment of all amounts due Company will be Customer's sole responsibility.

(n) Customer will not submit Records to Company that are related to, resulting from or associated with, in any fashion, Records, call records, billing records, accounts receivable or customer base(s) purchased by, transferred to or shared with Customer or Customer's affiliates, any portion of which such Records, call records, billing records, accounts receivable or customer base(s) have been previously refused, suspended or terminated by any LEC or billing aggregator for any reason, regardless of whether the refusal, suspension or termination was in the name of the entity currently billing the Records, call records, billing records, accounts receivable or customer base(s) or in the name of any other person or entity.

SECTION 5. TERM OF AGREEMENT.

The initial term of this Agreement will begin on the Effective Date and will continue in full force and effect for a period of three (3) years ("Initial Term") unless terminated in accordance with the terms of this Agreement. Following the Initial Term, this Agreement will renew automatically for successive periods of one (1) year ("Renewal Term") unless terminated by written notice of non-renewal from either party delivered at least ninety-one (91) days prior to the scheduled expiration

date. The Initial Term and Renewal Terms will constitute the "Term."

SECTION 6. LEC RELATED PAYMENTS, FEES AND ASSESSMENTS.

(a) Payment by LECs: Customer acknowledges that the LECs make payment to Company for Collectable Amounts, reduced by (i) LEC-related fees and costs associated with processing Qualifying Records, a recent list of which has either been disclosed or made available to Customer, which list is subject to change without prior notice to Customer, (ii) Short-term Dilution, (iii) Post-billing Adjustments or Credits, (iv) a reserve for anticipated Bad Debt ("Bad Debt Reserve"), (v) a periodic reconciliation between the Bad Debt Reserve and the actual Bad Debt realized by the LECs on Qualifying Records ("Bad Debt True-up"), and (vi) other related Assessments. In addition, Customer will be responsible for any data transmission, data transmission correction, or distribution fees incurred in the delivery or receipt of Qualifying Records and for any other charges related to billing and collecting Qualifying Records. Customer further agrees that payment of all amounts described in this Section 6(a) will be Customer's sole responsibility and that Company may withhold, offset, retain, deduct, set off, recoup, or otherwise recover such amounts from Payments To Customer, as such term is defined in Section 8. Should such Assessments exceed the amounts due Customer by Company, such Assessments will be due and payable by Customer to Company in accordance with Section 4 (m). Customer further acknowledges that Company will use reasonable efforts to cause the LECs to remit to Company Collectable Amounts less Assessments as specified under this Section 6 ("LEC Payments"), but Company is not responsible for any LEC's failure to distribute such LEC Payments to Company.

(b) Bad Debt Reserve: The LECs pay Company LEC Payments in advance of complete collection of Collectable Amounts due on Qualifying Records; therefore, the LECs and the Company will hold back, offset, retain, deduct, set off, recoup, or otherwise recover an amount estimated to be sufficient to set off any projected or actual Bad Debt ("Bad Debt Reserve") that may be determined after the date Company makes any payment to Customer under this Agreement. However, the Bad Debt Reserve may be increased or decreased, as the case may be, based on either Customer's estimated or historical Bad Debt amounts, Assessments, the regulatory or industry environment, or the amount withheld by the LECs, whichever is higher.

(c) Monthly LEC Bad Debt True-up: Usually between six and eighteen (6-18) months after Company submits Qualifying Records to the LECs for billing and collection, Company and the LECs will determine the actual amount of Bad Debt realized on Qualifying Records. Company and the LECs will then true up the difference between the Bad Debt Reserve and



the Bad Debt realized ("Bad Debt True-up"). Company will provide Customer monthly reports on Bad Debt True-up. If the amount of the Bad Debt True-up is positive, Company will remit such positive amount to Customer on a regularly scheduled payment date after Company receives the positive Bad Debt True-up amount from the LECs. If the amount of the Bad Debt True-up is negative, Company will collect and Customer will pay such negative amounts as an Assessment under Section 7 or from Customer in accordance with Section 4(m).

(d) Customer Service: Customer understands that each LEC has its own policies regarding assessments of credits, fees, and penalties for Customer Service in addition to those covered by rules, regulations, laws, and the Coalition Guidelines. Such Customer Service assessments will be deducted, withheld, offset, retained, set off, recouped, or otherwise recovered under Section 7 from any Payment To Customer, or Customer will reimburse Company in accordance with Section 4(m) of this Agreement.

(e) Allocation Method: Customer acknowledges that Company is unable to fully document or match all Assessments to specific customers; therefore, Company must use an allocation method to deduct such Assessments from LEC Payments due under this Agreement when Customer-specific information is not available from the LECs.

SECTION 7. COMPANY RELATED ASSESSMENTS.

(a) Assessments. In addition to the LEC Assessments set forth in Section 6, Customer agrees to pay to Company, and Company may deduct, withhold, offset, retain, set off, recoup, or otherwise recover from the Customer in accordance with this Agreement the following Company Assessments:

(i) a billing and information management service fee, as specified in Exhibit "C," for each Qualifying Record submitted by Company to the LECs for billing and collection ("Company Processing Fees"). Qualifying Records rejected by the LECs through no fault of Company, and Records resubmitted to the LECs, will be charged the Company Processing Fees;

(ii) when applicable, Customer Service Fees as specified in Exhibit "C";

(iii) any credit amounts refunded to Customer's End Users by Company's Customer Service;

(iv) a charge, as specified in Exhibit "C," for any submission of Records that contains less than Company's minimum volume requirements for each Library Code;

(v) Set-up fees as described in Exhibit "C";

(vi) any credits, fees and penalties that may result from Company or the LECs

addressing inquiries from regulatory or law enforcement bodies;

(vii) any costs (including attorneys' fees) of responding to a subpoena issued by a court of competent jurisdiction relating to Customer or Customer's records;

(viii) Any Customer Service functions (other than Customer Service specifically covered by Exhibit "F") or special programming tasks will be handled on a time and cost basis at the then current rate;

(ix) Any negative LEC Bad Debt True-up under Section 6(c);

(x) Any Customer Service assessments under section 6(d);

(xi) Any postage costs Company incurs as a result of responding to inquiries from regulatory or law enforcement bodies; and

(xii) Any postage costs Company incurs as a result of handling Customer Service recourses and correspondence.

(b) Reserves and True-ups for Short-term Dilution. Company may reserve an amount for Short-term Dilution based upon Customer's Short-term Dilution history. Company may recalculate Customer's Short-term Dilution each quarter based upon Customer's Short-term Dilution in the prior quarter. Until Customer's Short-term Dilution history can be determined, Company may reserve two and one-half percent (2.5%) from amounts due to Customer under this Agreement. In the event Company decreases Customer's Short-term Dilution reserve, Company will return any excess reserve to Customer. In the event Company increases Customer's Short-term Dilution reserve, Company may either withhold as a Company Assessment from Payments To Customer (as defined in Section 8) the amount necessary to satisfy the increased reserve or invoice Customer for the amount necessary to satisfy the increased reserve according to Section 4(m).

(c) Collateral. As collateral for all obligations now existing or hereafter arising from Customer to Company, Customer hereby grants to Company a security interest in all the following property of Customer, whether now owned or hereafter acquired or created, and all proceeds and products thereof:

(i) All amounts paid, and all amounts owing, by each LEC to Company on accounts of Customer's Qualifying Records;

(ii) All accounts owing from an End User to Customer arising from services which give rise to Customer's Qualifying Records;

(iii) All rights of and proceeds due Customer relating to all billing and collection, record processing, operator services and related communications services, any or all of which shall pertain to or arise out of or from Customer's Qualifying Records;

(iv) All amounts deposited by



Customer with Company pursuant to paragraph 13.(b) hereof;

(v) All amounts owing and all amounts to be owing from Company to Customer, any or all of which shall pertain to or arise out of or from Customer's Qualifying Records; and

(vi) All of Customer's accounts with End Users related to the telephone numbers or ANIs processed through Company under this Agreement, existing now or arising hereafter.

SECTION 8. PAYMENTS TO CUSTOMER.

(a) Determination of Amount Due Customer: Company Assessments and Taxes (as such term is defined in Section 9) will be deducted from Customer in accordance with this Agreement, and Company will remit to Customer remaining amounts pursuant to Section 8(b) ("Payments To Customer"). If the Collectable Amounts or LEC Payments are not sufficient to satisfy Assessments or Taxes, Customer will remit to Company, in accordance with Section 4(m), the amount necessary to satisfy such Assessments or Taxes.

(b) Payment Schedules: Company will remit Payments To Customer on the first Tuesday following the expiration of seven (7) Business Days after receipt and reconciliation by Company of such LEC Payments from the LECs ("Payment Date"); provided, however, that if Customer has ceased doing business for three (3) Business Days; is the subject of a bankruptcy proceeding; has a receiver, trustee or custodian appointed over substantially all of Customer's assets; fails to make any deposit required by Section 13 (b); undergoes a change of control or change of executive management; or, submits Records, the LEC Payment amounts of which do not exceed or, in Company's reasonable determination, may not exceed Assessments and Taxes, Company may withhold payments of Payments To Customer or Company may make payments of Payments To Customer in accordance with Section 13(b).

(c) Method of Payment: Company will make payments of Payments To Customer using ACH wire transfer on the Payment Date.

(d) Accounting for Funds: Company will maintain an accounting of payments of Payments To Customer, Assessments, and Taxes via ARRS.

SECTION 9. TAXES.

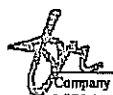
(a) Standard Toll Telecommunications Taxes: Customer acknowledges that Customer must remain responsible for compliance with all of Customer's tax obligations. Customer will promptly notify Company of any tax, tax-like surcharges, and the associated tax rates applicable to Customer's Records in each applicable jurisdiction. Customer shall indicate all such applicable information on each Record submitted to Company by Customer. Company will make reasonable efforts to cause the LECs to calculate the following taxes

that may apply to Enhanced Telecommunications Services ("ETS") calls: federal excise tax, any state and local sales taxes, gross receipts tax or tax-like charges, federal universal service taxes or assessments, and other standard toll communications taxes ("Taxes").

(b) Billing and Collection of Taxes: After Customer provides Company with all required taxing information, Company will use reasonable efforts to cause the LECs to bill Customer's End Users for Taxes. Customer acknowledges that Company is merely arranging for the billing and collection of Taxes. In no event will Company be entitled to retain or receive from Customer, or from any of Customer's End User, any Taxes legally owed by Customer to any taxing authority. Notwithstanding the above, Company will retain any sales tax discount or administrative fees to cover Company's administrative costs associated with processing Customer's Taxes.

(c) Tax Exempt Status for End Users: Customer understands and agrees that Company will have the authority, on behalf of Customer, to authorize the LECs to calculate Taxes and establish the tax exempt status of Customer's End Users in the same manner as the LECs calculate Taxes and establish such status for the LECs' End Users. If Customer's Records are exempt from Taxes or tax-like charges, Customer will so indicate on each Record submitted to Company.

(d) Filing and Payment of Taxes: Based upon information received by the Company from the LECs with respect to Taxes calculated, assessed, billed, and collected by the LECs, Company will prepare and file with the appropriate taxing authorities, if possible, returns covering Taxes, and will, on behalf of Customer, but only to the extent of any Payments To Customer otherwise owing from Company to Customer, remit to such taxing authorities all Taxes on behalf of Customer. In the event that Taxes are calculated, assessed, billed, and collected by the CLEC Cox Communications (or any successor in interest or assign of Cox Communications) ("Cox"), and Cox either does not or is unable to either provide or remit Taxes to Company, then Cox will assume all responsibility and liability for such Taxes. In no event will Company be in any way responsible or liable for any and all Claims for loss, damage, or injury relating to or arising out of any Taxes, penalties, interest, additions to Taxes, computations of Taxes, surcharges, or any failure by Cox to take any required action with respect to any Taxes. Under these circumstances, Cox will calculate, apply, collect, and remit to the applicable taxing jurisdiction all applicable Taxes imposed on or with respect to services provided by subCICs on all End User accounts. Customer acknowledges that Company is required by some states to provide an affidavit, generated by Company and executed by Customer, which allows Company to file and remit the applicable Taxes on behalf of Customer. In such cases, Customer will return Company's "Authorization to Act as Customer's Agent



Customer

for Certain Tax Matters” form to Company upon Company’s request.

(e) Hold Harmless: Customer acknowledges that Company is not liable to Customer for any tax assistance provided by Company to Customer under this Agreement. Customer will indemnify and hold Company and its employees, agents, and representatives harmless from and against any Claim **EVEN IF IT IS ALLEGED OR PROVED THAT SUCH CLAIM WAS CAUSED, IN WHOLE OR IN PART, BY COMPANY’S OWN ACT, OMISSION, OR NEGLIGENCE, EXCLUDING A FINDING OF COMPANY’S OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT** (including, without limitation, reasonable attorneys’ fees, expenses, and court costs) relating to or arising out of any Taxes, penalties, interest, additions to tax, computations of tax, surcharges, or other amounts that Company may be subject to or incur on behalf of Customer. Company agrees to assist Customer with tax audits related to this Section, and Customer shall give Company the option to participate in such tax audits.

(f) Billed Taxes: Customer will be responsible for the payment of any Taxes or tax-like charges assessed against Company for Collectable Amounts owed Customer under this Agreement (“Billed Taxes”).

(g) Calculation of Special Taxes: Customer will be responsible for calculating and adding to the charge amount in all Records, prior to submission, those Taxes specifically applicable to Customer’s Enhanced Telecommunications Services (“ETS”) other than the standard toll telecommunications taxes referenced in Section 9 (a) herein (“Special ETS Taxes”).

(h) Filing and Payment of Special ETS Taxes: Customer will prepare, file, and pay in a timely manner all Special ETS Taxes due and owing to the applicable taxing authorities. At Company’s written request, Customer will provide Company with copies of any and all tax returns and other applicable information relating to the calculation, application, and payment of Special ETS Taxes.

SECTION 10. PROTECTION OF CONFIDENTIAL INFORMATION.

As used herein, “Confidential Information” will mean (a) proprietary information, (b) information marked or designated by either party, in good faith, as confidential, (c) information otherwise disclosed in a manner consistent with its confidential nature, (d) the terms and conditions of this Agreement and (e) information of one party submitted to the other party, whether or not in written form and whether or not designated as confidential, that is known or should reasonably be known by the other party as being treated as confidential. The parties acknowledge that, as a result of the provision of Company Services, Confidential Information may or must be disclosed to the other party. Each party hereby

agrees that it will make no disclosure of Confidential Information provided under this Agreement without the prior written consent of the other party, if such prior written consent is permitted by the requesting state or federal law enforcement, regulatory, judicial entity, or LEC. Additionally, each party will restrict disclosure of Confidential Information to its own employees, agents, or independent contractors to whom disclosure is reasonably required, and such employees, agents, or independent contractors will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of any Confidential Information. Nothing contained in this Agreement will be considered as granting or conferring rights by license or otherwise in any Confidential Information disclosed under this Agreement.

SECTION 11. EXCUSED PERFORMANCE.

Except for payment obligations or compliance with applicable rules, regulations, and laws, Customer will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of Customer. Company will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of Company, including by way of illustration and not limitation, acts or omissions of Customer or the LECs, third party nonperformance, failure or malfunction of computer or communications hardware, equipment or software, breach or other nonperformance by Company’s vendors and suppliers, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

SECTION 12. LIMITATION OF LIABILITY AND INDEMNITY.

(a) Due to the nature of Company Services, Company cannot make warranties or representations regarding Company Services except as specifically stated in this Section 12(a). Company will use best efforts to process all Qualifying Records which are submitted to Company by Customer in compliance with the terms and conditions of this Agreement. Customer agrees that in the event there are failures in performance or errors or omissions by Company with respect to the Qualifying Records processed and submitted by Company to the LECs for billing and collection, Company’s liability will be limited to reprocessing Customer’s Qualifying Records at Company’s expense. Other than provided in this Section 12(a), Company will not be liable for errors in or failures




Customer

of Customer's software or operational systems or Company's proprietary systems and programs. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) Due to the nature of Company Services, Customer agrees that Company will not be liable for any Claim caused by Company's failures or inaccuracies in performance that are not reported by Customer in writing to Company within ninety-one (91) days of the date at which Customer first learned, or should have learned, of such failures or inaccuracies in performance or errors or omissions by Company.

(c) Customer will indemnify and save harmless Company (including attorneys' fees, costs, and expense) from and against any Claim asserted against Company by third parties arising from or related to Customer's Records or Company's services under this Agreement. Should Customer act as an agent for a third party and forward Records to Company or should Customer purchase Records from a third party and forward such Records to Company, Customer shall remain solely responsible to and for such third parties. Customer agrees to indemnify and save harmless Company (including attorneys' fees, costs, and expense) from and against any Claims by third parties regarding such third parties' Records forwarded to Company by Customer. Customer will indemnify and save harmless Company (including attorneys' fees, costs, and expense) from and against any Claim, assessment, fine, or inquiry asserted, demanded, or levied against Company by any third party or any state or federal agency or law enforcement body arising from or related to any Records submitted by Customer to Company under this Agreement. Customer shall further be liable to Company for any attorneys' fees, expenses, and costs incurred by Company while defending, answering, or in any way responding to the same. **THIS INDEMNITY IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT, STRICT LIABILITY OR ANY OTHER CONDUCT WHATSOEVER OF THE COMPANY, EXCLUDING A FINDING OF COMPANY'S OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

(d) Notwithstanding anything to the contrary in this Agreement, the liability of Company in

any and all categories and for any and all Claims arising out of this Agreement or out of any act or omission relating thereto will, in the aggregate, not exceed one (1) month's average of Company's Processing Fees charged to Customer over the twelve (12) months preceding the date on which the damage or injury is alleged to have occurred; provided, however, that if this Agreement has not been in effect for twelve (12) months preceding such date, then over such fewer number of preceding months that this Agreement has been in effect. **WITHOUT IN ANY WAY LIMITING THE APPLICATION OF THIS SECTION, THE RIGHT TO RECOVER DAMAGES UNDER THIS SECTION CONSTITUTES CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE ERROR CORRECTION DESCRIBED ABOVE OR ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

(e) Under no circumstance will Company be liable to Customer for special, incidental, indirect, consequential, punitive, exemplary, or additional damages, including, but not limited to, any lost profits or revenues.

(f) The limitations on liability set forth herein shall not apply to bodily injury or death or loss of or damage to tangible property.

(g) **Waiver of Consumer Rights:** Customer waives any rights under the Texas Deceptive Trade Practices – Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections, or similar laws or regulations. After consultation with an attorney of its own selection, Customer voluntarily consents to this waiver.

SECTION 13. EXPIRATION OR TERMINATION.

(a) **Payment Upon Expiration or Termination:** Upon the expiration or termination of this Agreement, each party agrees to satisfy, when due, their respective payment obligations under this Agreement.

(b) **Deposit for Charges:** Customer acknowledges that certain Assessments cannot be determined by the LECs or Company typically for a period of at least eighteen (18) months after Qualifying Records are processed. Customer acknowledges that the payment of Assessments is Customer's sole responsibility. At the expiration or termination of this Agreement, Company will withhold, offset, retain, deduct, set off, recoup, or otherwise recover from any Payments To Customer an amount equal to two and one-half percent (2.5%) of Customer's gross Collectable Amounts for the twelve (12) month period prior to the expiration or termination of this Agreement, or such other amount necessary (the "Deposit") to satisfy Assessments, as determined by Company based on Customer's prior history and the regulatory and industry environment. In the event Payments To Customer are insufficient for the Deposit, Customer will remit to



Company, pursuant to Section 4(m), an amount sufficient for the Deposit. Each quarter, Company will re-examine deposited or withheld amounts and make adjustments to deposited or withheld amounts as Company determines necessary in order to satisfy unrealized Assessments. Company will provide Customer with reports reflecting Assessments attributable or allocated to Customer as provided in Section 3(g). Following the final reconciliation of Assessments, Company will return all unused deposited or withheld amounts to Customer.

(c) Remaining Liability: Notwithstanding the foregoing, in the event Assessments exceed the withheld or deposited amounts described in Section 13(b), Customer will remit, in accordance with Section 4(m), such additional amounts as are required to satisfy Customer's obligations under this Agreement.

(d) Savings Clause: Except as otherwise provided herein, expiration or termination of this Agreement will terminate all further rights and obligations of the parties hereunder, provided that:

(i) neither party will be relieved of an obligation to pay any sums of money due or to become due or payable or accrued under this Agreement;

(ii) if such expiration or termination is a result of a default hereunder or a breach hereof by a party, the other party will be entitled to pursue any and all rights and remedies available to redress such default or breach in law or equity; and

(iii) the provisions of this Agreement and each party's obligations hereunder, which by their nature or context are required or intended to survive, including but not limited to Sections 4, 6-10, and 12-28 hereof, will survive and remain in full force and effect after the expiration or termination of this Agreement.

(e) Early Termination of Initial Term: If Customer terminates or breaches this Agreement before the expiration of the full Initial Term, Customer will pay Company, in accordance with Section 4(m) and in addition to Customer's other payment obligations under this Agreement, the Monthly Minimum for each month of the remaining Initial Term.

SECTION 14. DEFAULT AND REMEDIES.

(a) Default: Either party will be in default hereunder if it:

(i) fails to make any payment specified in this Agreement when due and such failure continues for five (5) Business Days after the effective date of written notice;

(ii) breaches any other covenant or undertaking contained in this Agreement and fails to remedy such breach within thirty (30) days after written notice thereof from the non-

defaulting party, unless this Agreement specifically provides otherwise;

(iii) is in default of any of the provisions of Addendum A (relating to Advance Funding) or Addendum B (relating to Customer providing its own Customer Service), if applicable, and such failure continues for five (5) Business Days after the effective date of written notice;

(iv) submits Records to Company for services that have not been properly authorized by Customer's End Users in accordance with Exhibit "G";

(v) submits Records to Company that Company determines generate, or reasonably could generate, excessive Customer Service;

(vi) files, or there is filed against it, any voluntary or involuntary proceeding under the Bankruptcy Code, insolvency laws or any laws relating to relief of debtors, adjustment of indebtedness, reorganizations, compositions or extensions, makes an assignment for the benefit of creditors, dissolves, ceases to conduct business for three (3) Business Days, declares that it is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature or if a receiver, trustee, or custodian is appointed over, or an execution, attachment or levy is made upon, all or any material part of the property of such party;

(vii) attempts to assign its rights and obligations under this Agreement without the prior written consent of Company;

(viii) fails to comply with any of the obligations set forth in Exhibit "G" of this Agreement;

(ix) submits Records to Company that are related to, resulting from or associated with, in any fashion, Records, call records, billing records, accounts receivable or customer base(s) purchased by, transferred to or shared with Customer or Customer's affiliates, any portion of which such Records, call records, billing records, accounts receivable or customer base(s) have been previously refused, suspended or terminated by any LEC or billing aggregator for any reason, regardless of whether the refusal, suspension or termination was in the name of the entity currently billing the Records, call records, billing records, accounts receivable or customer base(s) or in the name of any other person or entity; or

(x) submits Records to Company that have been manipulated, altered, or changed in any manner from the original EMI Billing Record generated from the call and which reflected the true and accurate EMI format, call



date, call length, calling number (i.e., the "from" number) and called number (i.e., the "to" number) of such original call.

(b) Remedies: In the event of any default hereunder, and in addition to any other remedies a party may have under this Agreement, the non-defaulting party will have the following rights and remedies:

(i) to terminate or cancel this Agreement, subject to the provisions of Section 13(d), and provide written notice thereof to the defaulting party;

(ii) to declare all amounts due under this Agreement from the defaulting party to be immediately due and payable to the non-defaulting party, including attorneys' fees, costs and expenses (including in-house legal services) incurred or that may be incurred in the collection of amounts due under this Agreement;

(iii) Company may withhold, set off, and retain, until all obligations of Customer to Company have been satisfied in full, any and all amounts that may otherwise be due and payable to Customer or any affiliates of Customer under this Agreement or any other contract with Company and apply such amounts to any balance or deposit amount due from Customer to Company;

(iv) Company may suspend Company's performance of this Agreement immediately upon notice to Customer if Customer is in breach or default of this or any other agreement between the parties;

(v) all rights and remedies allowed by the applicable Uniform Commercial Code, except as limited by Section 12;

(vi) all other rights and remedies allowed by this Agreement and under applicable law, except as limited by Section 12; and

(vii) all rights and remedies will be cumulative and can be exercised separately or concurrently, except as limited by Section 12.

(c) Any failure by Company to exercise a remedy or enforce any provision of this Agreement shall not constitute a waiver thereof or of any other remedy or provision.

SECTION 15. ASSIGNMENT.

(a) Neither party will assign any right or obligation under this Agreement without the other party's written consent. Any attempted assignment will be void.

(b) Assignment to Affiliates: Notwithstanding Section 15(a), either Party may assign this Agreement, in whole or in part, to:

- i) a parent corporation;
- ii) any entity into which it may merge or consolidate or that acquires substantially all of its assets or stock; or

iii) a wholly owned affiliate of a parent corporation that is of a financial standing equal to or greater than that of Company.

The assigning party will provide written notice to the non-assigning party within thirty (30) days of the assigning party's assignment of its rights and obligations under this Agreement. Company, in its sole discretion, may cancel this Agreement for its convenience within 90 days' notice of a change of control of Customer or Customer's assignment to a non-affiliated successor.

(c) Generally: All rights, obligations, duties and interests of such party will inure to the benefit of and be binding on all successors in interest and assigns of such party and will survive any acquisition, merger, reorganization, or other business combination to which such party is a party.

(d) Customer will provide Company with prior written notice of Customer's pending purchase of any or all of the Records, call records, billing records, accounts receivable or customer base(s) of any other entity, agent or service provider.

SECTION 16. NOTICES AND DEMANDS.

Except as otherwise provided in this Agreement, all notices, demands, and requests given by any party to the other party will be in writing and be deemed to have been duly given on the date: (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those notices sent postage prepaid in the United States mail via Certified Mail, Return Receipt Requested, or three (3) Business Days after being mailed by regular mail; (iii) received from a national overnight delivery service; (iv) sent by facsimile transmission to the recipient's facsimile machine, provided that the receiving machine delivers confirmation to the sender and receipt is verified by telephone, with an extra copy of such notice sent the same Business Day by first-class mail; or (v) notice is posted and made available to Customer through electronic media as described in Section 3(g) or to Customer's designated e-mail address. Such notice described herein shall constitute written notice. Customer assumes the duty to check such media on a regular basis. The following addresses shall be used for the respective forms of notice and may be changed by giving notice.

If to Company:

To Company at the address for Company on page one of this Agreement.

**With a copy to:
General Counsel by certified mail to the same address.**

If to Customer:



To Customer at the address for Customer on page one of this Agreement.

With a copy to:
Lee Lintsis
Telecom Solutions Group, Inc.

Pearl River, NY 10965
Phone: 845-
Fax: 845-
E-mail -

SECTION 17. NO THIRD-PARTY BENEFICIARIES.

This Agreement will not provide any person or entity not a party to this Agreement with any remedy, Claim, liability, reimbursement, cause of action, or other right.

SECTION 18. EMPLOYEES.

Customer acknowledges that Company's success in Company's industry is largely dependent on the performance of its personnel and that Company expends substantial resources in connection with employment and training of such personnel. Accordingly, for a period of twelve (12) months following the termination of this Agreement, Customer will not hire or retain, either as an employee, agent, representative, or contractor, any person who is or was a Restricted Employee of Company during this Agreement without the advance written consent of Company. A "Restricted Employee" of Company is any employee, agent, representative, or contractor of Company that has signed a non-competition or restrictive covenant, except a member of Company's clerical staff. This undertaking is an essential element of this Agreement and will survive the expiration of termination of this Agreement. .

SECTION 19. RELATIONSHIP OF THE PARTIES.

In furnishing services to Customer, Company is acting only as an independent contractor. Except as expressly set forth in this Agreement, Company does not undertake by this Agreement or otherwise to perform any obligation of Customer, whether statutory, regulatory or contractual, or to assume any responsibility for Customer's business or operations. This Agreement will not be deemed to create a partnership, joint venture, agency, or fiduciary relationship between the parties.

SECTION 20. GOVERNING LAW AND VENUE.

This Agreement will be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein, it is agreed by and between the Parties that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a court located in Bexar County, Texas, to the exclusion of the courts of any other county, state or country.

SECTION 21. ENTIRE AGREEMENT.

This Agreement, including all of its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof.

SECTION 22. AMENDMENTS; WAIVERS.

This Agreement (or any part hereof, including incorporated exhibits) may be modified or additional provisions may be added by written agreement signed by or on behalf of the parties by an authorized representative of such parties, unless otherwise provided herein. No modification, amendment, or waiver of any provision of this Agreement, including incorporated exhibits, and no consent to any default under this Agreement, will be effective unless the same shall be in writing and signed by or on behalf of the party against whom such modification, amendment, waiver, or consent is claimed. Notwithstanding the above, Company may change the Company Processing Fees and Customer Service Fees upon thirty days' written notice to Customer.

SECTION 23. SEVERABILITY.

The illegality or unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any document or instrument required or referred to hereunder.

SECTION 24. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document. Facsimile copies of this Agreement are given the dignity of original documents.

SECTION 25. HEADINGS.

The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

SECTION 26. DISPUTE RESOLUTION.

This Section 26 governs all first-party disputes, disagreements, claims, or controversies between Customer and Company ("Disputed Matters"). All Disputed Matters will be submitted to the following dispute resolution process:

(a) Internal Escalation. First, the Disputed Matter will be referred jointly to senior executives of each of the parties ("Internal Escalation"). Such senior executives must possess the authority to resolve the Disputed Matter. If such senior executives do not agree



upon a resolution within forty-five (45) Business Days after referral of the matter to them, the complaining party will proceed to mediation as set forth below.

(b) Mediation. The complaining party will, upon written notice and within forty-five (45) Business Days after the conclusion of the Internal Escalation, elect to have the Disputed Matter referred to non-binding mediation before a single impartial mediator to be jointly agreed upon by the parties in San Antonio, Texas ("Mediation"). The Mediation hearing will be attended by executives of both parties possessing authority to resolve the Disputed Matter and will be conducted no more than sixty (60) Business Days after the complaining party serves written notice of an intention to mediate, except by agreement of the parties to extend. Customer and Company will share equally all costs of the Mediation. If the Disputed Matter cannot be resolved by Mediation, the complaining party will proceed to Arbitration.

(c) Arbitration. In the event the Disputed Matter has not been resolved through Mediation, the complaining party will submit the Disputed Matter to binding arbitration before the American Arbitration Association (the "AAA") pursuant to its Commercial Arbitration Rules ("Arbitration"). The arbitrator(s) will have the authority to render any award or remedy allowed by law. If the amount in controversy exceeds \$150,000.00, exclusive of attorneys' fees, expenses, interest, and costs, the Disputed Matter will be decided by a panel of three (3) neutral arbitrators; otherwise, all disputes will be decided by a single neutral arbitrator. Each arbitrator will be selected from the AAA's Panel of Commercial Arbitrators, and Arbitration will be conducted in San Antonio, Texas. The cost of the Arbitration will be shared equally by the parties, but the prevailing party in any Arbitration will be entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses (including in-house legal services) incurred in connection with the Arbitration. Provided that Customer continues to timely pay Company for Company's Services rendered under this Agreement and is not in default, Company may, in its determination, continue to provide services during the pendency of any Disputed Matter.

(d) Confidentiality. The Parties agree to maintain the confidentiality of, and not to disclose to a third party, any information, documents, or things regarding any arbitration proceeding, or disclosed in the course thereof, except as required by law, regulation, or a bona fide business purpose, and unless required in connection with an action to enforce, nullify, modify, or correct an award. Customer agrees to indemnify and save Company harmless (including attorneys' fees, costs, and expenses) from and against any liability or cost associated with Company's required response to any proper subpoena issued by a court of competent jurisdiction. Company agrees that any confidential or proprietary information produced in response to such a

subpoena will be produced only pursuant to an order entered by a court of competent jurisdiction.

SECTION 27. ADDITIONAL PROCEEDINGS

In the event Company retains the services of an attorney or other person or entity to enforce or execute any provision of this Agreement, other than first-party disputes described under Dispute Resolution above, Customer shall pay to Company attorneys' fees, accountants' fees, expert witness fees, court costs, appellate court costs, and other costs and expenses incurred by Company with regard thereto even in the event no suit, action, or proceeding is filed. Customer further agrees to pay to Company all of the foregoing fees, expenses, and attorneys' fees incurred by Company in any bankruptcy proceeding of Customer and in any appellate court relating thereto, including, without limitation, such attorneys' fees and expenses incurred with regard to any disclosure statement, plan of reorganization, lifting or modifying the automatic stay, determining adequate protection, use of cash collateral, appointing a trustee, or converting or dismissing the case. **THIS PROVISION DOES NOT APPLY TO DISPUTE RESOLUTION PROCEEDINGS UNDER SECTION 26.**

SECTION 28. INTELLECTUAL PROPERTY.

Except as otherwise expressly provided herein, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, trade name, copyright or other intellectual property right of either party. Each party shall retain all rights, title, interest and goodwill to its own trademarks, service marks, logos, patents and copyrights.



EXHIBIT "A"
DEFINITIONS

The following definitions are intended to supplement and define specific terms used in the Agreement.

391001 Record : A record populated by Customer identifying the bill name, address and any additional information on the End User who authorized Customer's products or services.

ARRS: Company's Accounts Receivable Reconciliation System presently known as FASTRACK and Paradigm or BC WebTrack or any successor, as well as other information posted or delivered through other electronic media.

Assessments: LEC or Company fees, charges, chargebacks, credits, reserves, offsets, adjustments and allocations, including, but not limited to such charges and chargebacks for Short-term Dilution, Bad Debt, LEC Processing Fees, Company Processing Fees, Post-billing Adjustments or Credits, Bad Debt Reserve, true-ups and Customer Service Fees. Assessments includes, without limitation, the charges covered in Sections 6 and 7.

Bad Debt: A billed EMI Record that will not be collected from the party to whom it was billed.

BOC: Bell Operating Company.

Business Day: A day other than Saturday and Sunday or a legal holiday on which commercial banks are open in the State of Texas.

Coalition Guidelines: The Consumer Protection Standards of Practice of the Coalition to Ensure Responsible Billing ("CERB"), the terms of which have either been disclosed or made available to Customer, the current and any future terms of which are incorporated herein.

Claim: Any claim, dispute, demand, investigation, suit, loss, liability, damage, attorneys' fees and expenses, cost, correction or expense, whether ordinary, special, consequential or otherwise, that may be asserted against any party to this Agreement. Claim includes all direct damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from a breach of this Agreement, breach of warranty, negligence, strict liability or any other tort with respect to the services provided by Company hereunder.

Customer Service: Basic End User inquiry, investigation and credit or adjustment services.

EMI Billing Record: Computer readable record containing the billing data for Records, in the industry

standard EMI (exchange message interface) format set forth in Exhibit "E," for which each LEC has the capability of processing through its billing and collection systems. A Customer Service credit record submitted to a LEC by Company shall be included within this definition.

End User: A natural person, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental agency or instrumentality, or other entity that purchases, acquires, subscribes to or uses communications products or services.

FCC: The Federal Communications Commission.

FTC: The Federal Trade Commission.

Foreign Intrastate Taxes: Those applicable taxes for Operator Services and Travel Card calls originating and terminating in the same state but billed in another state.

Independent Telephone Companies: Those LECs that are not BOCs.

Interexchange Carrier (IXC): A telephone company, other than a LEC, that can provide intraLATA (where applicable), interLATA, interstate and international telecommunications service.

LEC Agreement: Company's agreement with an individual LEC as well as any additional terms, conditions and operating guidelines and procedures agreed to by the parties or imposed by the LEC, the current and future terms of which are incorporated herein.

Library Code: An accounting identification code assigned exclusively to Customer by Company that Customer encodes within each Record submitted to Company and that is used to account for Customer's funds and Assessments.

LEC or Local Exchange Carrier: Any incumbent (ILEC), competitive (CLEC) or alternate local exchange carrier providing local access telephone services with whom Company has entered into a billing and collection agreement. A current list of LECs is attached as Exhibit "B." Customer acknowledges that the list of LECs may change from time to time without notice. A LEC also may be referred to as a Billing Telephone Company ("BTC").

Post-billing Adjustment or Credit: Credit or rate adjustment applied to an End User's account by the LEC or by Company.



EXHIBIT "A"
DEFINITIONS

Qualifying EMI Billing Record: Enhanced Telecommunications Services (ETS) that are not of objectionable content as set forth in the Customer's Obligations Section of this Agreement and that pass Company's edits and data transmission corrections. The parties agree to amend or supplement the following service descriptions of ETS from time to time to conform to changes in business circumstances or regulatory requirements. Company's agreement to bill new or additional ETS will be at its election.

Service description for ETS Records:

1. "**900 Services**" are any information services offered by Customer to an End User using the 900-service access code (SAC) or dialing pattern.

2. "**Audiotex Gateway**" is a communications system in which an End User can selectively access remote information services. End Users can interact with the system to select desired services and specific information sources. Ordinary push-button telephone instruments are the devices typically used to interface with the Public Switched Telephone Network (PSTN) and Information Providers' services.

3. "**Electronic Messaging/E-Mail**" is the process of sending and receiving "objects" electronically. An object consists of a data structure and well-defined procedures that can operate on the data. Types of objects that can be exchanged include text messages, business documents, files, computer application software and still-frame pictures or images.

4. "**Facsimile (FAX) Service**" is a system used for transmitting images (e.g., printed copy, pictures, maps, diagrams, etc.). The images are scanned at the transmitter (i.e., originating) end and reconstructed at the receiving station. Such system usually employs the PSTN to transmit between the originating and terminating locations.

5. "**Information Service**" is any service whereby audio, video, computer readable or hard copy information is requested or provided using the PSTN.

6. "**Internet Service**" is any service which provides End Users a means to access and utilize the networks commonly known as the "Internet," including, but not limited to, all related services and enhancements such as electronic mail, UseNet news and FTP file transfer capabilities.

7. "**Paging**," also referred to as "radio paging," "pocket paging" or "beeper

service" is a one-way radio transmission service in which a portable radio receiver capable of recognizing a radio signal specifically addressed to it is used to locate or alert a subscriber by a variety of methods including audible tones, vibration, visual display or audible voice message.

8. "**Pay-Per-Call Service**" is a service whereby an End User is charged a "per-call" or "per-time" interval fee that is greater than or in addition to the normal transmission cost of the PSTN call for the delivery of an ETS.

9. "**Special Purpose MTS**" is a toll call placed using the PSTN at the tariffed rate placed for the primary purpose of obtaining advertised or marketed information and not the transmission or call itself.

10. "**Telegram**" is a telegraphic dispatch transmitted or received using an apparatus, system or process for communication at a distance by coded signals and shall not include any goods or services associated with or delivered with a telegram.

11. "**Video Conferencing**" is the process of connecting two or more stations simultaneously in such a manner that each station user is capable of viewing users at the other remote stations in addition to carrying on audio or voice communications.

12. "**Voice Messaging/Voice Mail**" is the process of recording, translating and delivering voice messages carried over the PSTN to an End User and providing the ability for an End User to access an optional voice message recording facility and leave a message for another End User.

13. "**Voice Store and Forward**" is the process of recording and storing a message carried over the PSTN that will be delivered to a specific terminal point on a predetermined schedule.

RBOCs: Regional Bell Operating Companies.

Short-term Dilution: Those EMI Billing Records that pass Company's edits and screens and are submitted to the LECs for billing and collection but subsequently cannot be posted to an End User's account by the LECs or are posted to the End User's account and then adjusted by the LECs.

Tariffs: The rates, terms and conditions for providing intraLATA, interLATA (intrastate), interstate and international communications services as authorized and



EXHIBIT "A"
DEFINITIONS

filed with the appropriate regulators, including the FCC
or state and local regulatory authorities.


Customer

EXHIBIT "B"
COMPANY BILLING TELEPHONE COMPANIES

The following companies are current Billing Telephone Companies for Company:

Windstream
AT&T
BellSouth
Cincinnati Bell Telephone
Citizens Communications
Cox Communications
International Calling Services, Inc. ("Canopco")
Solix
Nevada Bell
QWEST
Embarq
TELUS
VeriSign
Verizon

The NPA-NXX list (ONNET File) of BTCs will be furnished to Customer periodically via ARRS. Customer acknowledges that Company has made a reasonable effort to list the current BTCs and that the list may change from time to time without prior notice to Customer. If possible, Company will provide prior notice to Customer of any change in the list. If prior notice is not possible, Company will provide notice to Customer of such changes as soon as is commercially reasonable.



EXHIBIT "C"
PRICING

(1) **Company Processing Fees For Enhanced Services Records (rate per Record/per month):

<u>*Record Dollar</u>	<u>Monthly Record Volumes</u>	<u>Per EMI Billing</u> <u>Record Per Month</u>
<u>Average</u>		
\$0 - \$10.00	0 - 5,000	LEC Charges + \$.180
	NEXT - 50,000	LEC Charges + \$.160
	NEXT - 100,000	LEC Charges + \$.140
	NEXT - 300,000	LEC Charges + \$.120
	NEXT - 500,000	LEC Charges + \$.110
	NEXT - 1,000,000	LEC Charges + \$.100
	NEXT - 2,000,000	LEC Charges + \$.090
	NEXT - 4,000,000	LEC Charges + \$.080
\$10.01 - \$17.50		LEC Charges + 2.0% of Billed Revenue
\$17.51 - \$25.00		LEC Charges + 2.5% of Billed Revenue
\$25.01 - \$37.50		LEC Charges + 3.0% of Billed Revenue
\$37.51 - \$50.00		LEC Charges + 3.5% of Billed Revenue
Over - \$50.00		LEC Charges + 4.0% of Billed Revenue

***Company Processing Fees for LEC Billing Services are charged in addition to LEC Processing Fees and Assessments and LEC related payments, fees and Assessments*

*Company Processing Fees will be calculated by the average revenue dollar amount per Record based on all Records submitted during a calendar month.

Monthly Minimum: Customer will submit at least \$1,500 in Company Processing Fees ("Monthly Minimum") in each month of the Term.

(2) Customer Service Fees: When applicable, Company will perform Customer Service in those areas where the LEC Agreements provide for such service in accordance with Company's procedures and guidelines, which are subject to change from time to time without notice. When applicable, Customer will be charged and agrees to pay \$3.50 for each Customer Service under this Agreement handled by Company ("Basic Customer Service Fee"). In the event Company transfers a call to Customer, Customer will be charged \$0.65 per transfer.

(3) Set-up fees: Customer will pay a Set-up Fee for Company's ARRS, which shall include Customer's first Library Code, one SubCIC, and two text phrases. The non-refundable Set-up Fee is Three Thousand Five Hundred Dollars (\$3,500) which shall be paid with Customer's delivery to Company of this Agreement signed by Customer. Thereafter, Customer shall pay Five Hundred Dollars (\$500) for each additional Library Code ("Library Code Fee"), One Thousand Dollars (\$1,000) for each additional text phrase ("Text Phrase Fee"), and Three Thousand Five Hundred Dollars (\$3,500) for each additional subCIC ("SubCIC Fee"). Customer will pay an additional one-time, non-refundable \$500 set-up fee if Customer requests for Customer's toll-free "800" number to be printed on the End User's LEC bill. All such additional fees will be deducted from Payments To Customer. (Customer will not be charged for any text phrases that represent fees required by laws, rules or regulations, for example, Universal Service Fund.) The Set-up Fee will not be charged during Renewal Terms.

(4) Per Transmission Minimums: Customer will not submit to Company less than Five Hundred Dollars (\$500) in Company Processing Fees per Library Code in any single transmission of Records to Company.

(5) Customer Service and Special Programming Task Fees: Customer will pay a time and expense rate for any Customer Service not provided herein and for any special programming tasks or requests for additional information. The current hourly rate is \$250.



EXHIBIT "D"
COMPANY CALL COMPLETION CRITERIA

A call is completed when some type of direct communication or hardware or software answer detection has been established between the originating person and the terminating location. Verification must be made that the receiving party or third party agrees to accept the charges for collect and third number billed calls. If automated technologies are used, the receiving party must positively acknowledge the acceptance of the call. In the case of person-to-person calls, the operator must verify that the receiving party is the person whom the originating party requested. For other direct dialed, automated calling card or operator assisted calls, the call will be considered completed when the connection is verified by means of hardware or software detection as required by federal, state and local regulatory authorities.

In those cases where Customer cannot determine the exact time the terminating person has gone "off hook" (beginning of communication with the originating party), and federal, state or local regulatory authorities do not require hardware or software answer detection, a call will be considered to be connected if the originating and receiving parties hold the connection for more than thirty-six (36) seconds.

Customer agrees that the following maximum per-call charges apply:

Domestic 0+ and 1+	\$124.99
International 0+ and 1+	\$249.99

Unless otherwise specified via request to Company, calls for four hundred eighty (480) minutes (8 hours) or more are not considered valid, completed calls and will not be billed regardless of the amount of charges.

Calls to operators, customer announcements, busy signals or ringing will not be considered completed calls and will not be billed.



EXHIBIT "E"
COMPANY EXCHANGE MESSAGE INTERFACE (EMI) RECORDS

Subject to the terms of this Agreement, Company currently processes the following EMI Billing Record ID types for LECs that are capable of billing and collecting for services using the following EMI billing Record ID types:

RECORD ID FOR ENHANCED RECORDS

010101	Domestic Message Telephone Service (MTS) Charge
010116	Domestic Information Provider Service Charge
010118	Domestic Specialized Service/Service Provider Charge
010132	Domestic Directory Assistance Charge
010133	Domestic Mobile Channel Usage Charge
010201	North American Originated and Billable International Charge
010501	Overseas Originated and North American Terminated Message Telephone Charge
010701	Overseas Originated and Terminated Message Telephone Service Charge
391001	Customer Name and Address Information
415001	Non-detailed Miscellaneous Credit
425001	Miscellaneous Recurring and Non-recurring Service Charge
425016	Miscellaneous Charge Information Provider Service Charge

Company reserves the right to discontinue any of these Record ID types at any time without prior notice to Customer. If possible, Company will provide prior notice to Customer of any change in Record ID types. If prior notice is not possible, Company will provide notice to Customer of such changes as soon as is commercially reasonable.



EXHIBIT "F"
COMPANY PROCEDURES FOR CUSTOMER SERVICE

In addition to applicable rules, regulations, laws and Company's Customer Service procedures and operating policies, the parties agree to the following Customer Service procedures:

I. For those LECs that permit Company to handle Customer Service, Company's toll-free number will appear on the End User's LEC telephone bill as a Customer Service inquiry number.

II. At the time of the initial call from an End User, Company's Customer Service representative will access the End User's account. Once the account has been accessed, the calls or charges in dispute will be determined.

III. Company reserves the right to establish standard guidelines and Customer specific guidelines for handling certain classes of inquiries to supplement its standard operating procedures ("Guidelines"). Disputes generally will be handled according to the Guidelines. The Company reserves the right to use its judgment to resolve all Customer Service. All such determinations will be final and binding on Customer. Customer will provide Company with suggested written guidelines or modifications in a timely fashion. Company reserves the right to approve, modify or disapprove of all such guidelines.

All inquiries regarding calling card disputes over fifty dollars (\$50.00) will be forwarded to Company's Investigations Department. Upon determining the End User's records in dispute, the following procedures will be followed by the Investigations Department:

(A) As deemed necessary by Company, confer with the LEC as needed to obtain pertinent information such as whether Customer was assigned the telephone number at the time of billing, etc.

(B) As deemed necessary by Company, confer with Customer to obtain pertinent information such as date service was canceled, etc.

(C) Maintain details of conversations when investigating the calls such as person's name, complete telephone number, etc.

(D) Notify the Customer concerning disposition of the dispute via weekly WebTrack reports.

Customer understands and agrees that it is not paying an extra fee for this limited investigation and that the investigation is limited in scope.

IV. The following procedures will be utilized for credit issued through BOCs and LECs:

(A) An electronic EMI credit record will be submitted with the next credit submission.

(B) For those situations where an electronic credit cannot be submitted, an IC/EC memorandum may be mailed to the End User's LEC for credit toward End User's account if the credit amount is over seventy-five dollars (\$75.00). For amounts less than \$75.00, a check may be issued and made payable to the local telephone company, but forwarded to the End User.

The above procedures for refund checks, electronic EMI credit records and IC/EC memorandums may take up to a total of ten (10) Business Days. With the exception of LEC Adjustments or credits required by law or regulations, Customer may not initiate secondary collection efforts for any Records that have been billed by the LECs.

V. A record of all disputes and resolutions will be provided by Customer Service reports that are made available on a weekly basis to Customer through ARRS.

VI. Company reserves the right to handle all formal and informal regulatory inquiries and complaints. If Company handles these inquiries or complaints, Company will charge Customer \$75.00 per inquiry or complaint; if Company forwards the inquiry or complaint to Customer for a timely response, Company will charge Customer \$50.00. Company may change such fees upon thirty days' written notice to Customer. If the regulatory agency serves both Company and Customer, Customer is responsible for its response to the agency. If Customer is permitted to handle its own regulatory complaints, Company reserves the right to assume this function from Customer if deemed necessary to ensure proper handling and timely responses to the agency. Whether Customer or Company normally handles the complaint procedure, Company reserves the right to respond to an inquiry and to make any decisions regarding credit in response to an inquiry or complaint.

VII. Company policy regarding refunds relating to miscellaneous charges or the unauthorized switch of service is as follows:

(A) If an End User disputes a fee billed as a 42 Record (for example, a monthly recurring charge, a membership fee, etc.), Company will, to the best of its knowledge, explain the service and how the End User may have obtained the service. If the End User continues to dispute the service or states that they are refusing to pay, Company will refund the 42 Record fee.

(B) In the case of a dispute of an unauthorized switch of long distance service, not only will the charge for the 42 Record be refunded, but a rate adjustment or full credit to satisfy the End User also will be provided.



EXHIBIT "F"
COMPANY PROCEDURES FOR CUSTOMER SERVICE

Nothing in this Agreement will be deemed to limit remedies available under rules, regulations and laws.

(C) If the End User requests that a service be cancelled, or if LOA information is requested after a refund has been provided by Company, the End User may be referred to Customer and Company will code the account as "Canx," "SLAM," "CAN," "Lcanx" or another cancellation code on the Customer Service report. Customer agrees to cancel services for End Users that request cancellation.

(D) If the End User disputes a subsequent charge after requesting cancellation of service from the Customer, credit will be provided to satisfy the End User.


Customer

EXHIBIT "G"

COMPANY CONSUMER PROTECTION STANDARDS OF PRACTICE

Customer agrees to comply with each of the following standards designed to protect consumers from cramming and other unfair billing practices. Customer also agrees to notify Company of any changes in the following information before such change occurs and to provide assurance to Company that such changes are consistent with these standards.

I. PRESCREENING OF CUSTOMER.

On or before the Effective Date, Customer will provide the following information in writing in a document entitled Prescreening Information to Company:

- (a) Customer's corporate name and address;
- (b) The names and titles of all officers and/or principals of Customer;
- (c) The names of other companies or entities owned or controlled by the officers or principals identified in subsection (b) above;
- (d) A copy of a corporate Certificate of Good Standing or proof of partnership status;
- (e) A copy of the certifications demonstrating that Customer is qualified to do business in each of the states in which Customer provides communications products or services to End Users;
- (f) A statement of whether Customer, its affiliates or its officers or directors have been subject to prior conviction for fraud, or have had any billing services terminated for any reason; and, if so, providing a detailed description of the circumstances, date and person(s) or entities involved;
- (g) Copies of all Tariffs in effect with any state or federal regulatory agency;
- (h) The names and addresses of any telemarketing companies to be used by Customer; and
- (i) The names and addresses of any third-party verification companies to be used by Customer.

Customer agrees that it will update this information within ten (10) days of Company's request and annually.

II. SCREENING OF PROGRAMS, PRODUCTS AND SERVICES.

On or before the Effective Date and during the Term, Customer will provide Company with copies of the following information:

- (a) Marketing materials used by Customer;
- (b) Advertisements (print or media) used by Customer;
- (c) Fulfillment packages sent to End Users (which must include cancellation information if not included elsewhere and a toll free Customer Service number);
- (d) Call guides for both sales and verification; and

- (e) Honest, clear and understandable text phrase for the telephone bill to End Users.

III. ACCESS TO COMPLIANCE MONITORING INFORMATION.

During the Term of this Agreement, Customer will provide Company with reasonable access to information and data to enable Company to:

- (a) Monitor, investigate and resolve End User inquiries regarding Customer;
- (b) Monitor, investigate and resolve End User complaints to government agencies concerning Customer;
- (c) Monitor, investigate and resolve escalated complaints by End Users to the LEC concerning Customer;
- (d) Maintain up-to-date records regarding complaints and inquiries made by End Users concerning Customer;
- (e) Investigate and respond to complaints and inquiries made by End Users concerning Customer;
- (f) Conduct investigations with regard to complaints and inquiries made by End Users or regulatory bodies concerning Customer;
- (g) Confirm authorizations provided by End Users as required herein; and
- (h) Inform End Users as to how they may cancel a product or service of Customer.

IV. AUTHORIZATIONS USED BY CUSTOMER.

On or before the Effective Date and during the Term, Customer will verify all End User authorizations to receive products or services offered by Customer through one of the following methods, subject to applicable law, and will provide such verification upon Company's request:

- (a) Recorded Independent third-party verification;
- (b) Written letters of authorization or sales orders (submitted in hard copy or on-line); or
- (c) Voice recordings of telephone sales authorizations.

Verification of authorization will be available from Customer for a two-year period. A valid authorization must comply with applicable federal and state rules, regulations and laws and include at least the following:

- (a) The date of the authorization;
- (b) The name, address and telephone number of the End User;
- (c) Assurance that the End User is qualified to authorize billing for the product or service on that phone bill;
- (d) A description of the product or service to be provided;
- (e) A description of the applicable charges for the products or services;



EXHIBIT "G"
COMPANY CONSUMER PROTECTION STANDARDS OF PRACTICE

(f) An explicit acknowledgment by the End User that the charges for the product or service will appear on his/her telephone bill;

(g) A toll free number that End Users may call to make inquiries concerning the service; and

(h) The acceptance by the End User of the offer.

In addition, authorization verified by an independent third party must include:

(a) An initial statement that the purpose of the verifications is to confirm the consumer's intention to accept the sales offer.

(b) A statement that the service provider is not affiliated with a LEC, where there is no affiliation.

(c) A unique consumer identifier.

(d) A review by third party personnel of the entire verification where the verification is automated.

An independent third party verifier must meet the following criteria:

(a) It must be completely independent of the service provider and the telemarketer.

(b) It must not be owned, managed, controlled or directed by the service provider or the telemarketer.

(c) It must not have any financial incentive in the completion of the sale.

(d) It must operate in a location physically separate from the service provider and the telemarketer.

V. BILLING INFORMATION.

On or before the Effective Date and during the Term, Customer will provide Company or the LECs with information that will enable the billing statements to End Users to include:

(a) A clear identification of Customer name or entity;

(b) A clear description of the products or services billed;

(c) A clear identification of the charges; and

(d) A toll free number that End Users may use to make inquiries concerning products, services and rate structures.



CUSTOMER DATA FORM

New Account	<input type="checkbox"/>	Telephone/Fax	<input type="checkbox"/>	Additional ALID	<input type="checkbox"/>
Address Change	<input type="checkbox"/>	Contract Change	<input type="checkbox"/>	Additional subCIC	<input type="checkbox"/>
Client Relations Change	<input type="checkbox"/>	Renewal	<input type="checkbox"/>	Additional Text Phrase	<input type="checkbox"/>
Name Change	<input type="checkbox"/>	Addendum A.	<input type="checkbox"/>	Special Instructions	<input type="checkbox"/>
Contact Change	<input checked="" type="checkbox"/>	Addendum B.	<input type="checkbox"/>	Assignment and Assumption	<input type="checkbox"/>
Customized OnNet	<input type="checkbox"/>	Vision Track License	<input type="checkbox"/>	Customer 800# on LEC Bill	<input type="checkbox"/>

Date: 02/23/09 Contract Term: 1 year Rate Type: ESBI Product Code: B2P Product Type: ALID(s): E099, E106 subCIC: 471 CCNA: E099 Type of Contract: ESBI Division: Y - ESBI	Sales Rep: Requested By: Roberta Trevino C.R. Rep.: To Be Assigned Need Customer Service? <input type="checkbox"/> Yes <input type="checkbox"/> No Inquiry Rate: Manual Transfer Rate: Auto Transfer Rate: Record Storage Fee: Vision Track License Rates:
--	---

Company: American eVoice

Address: _____

City, State, Zip: _____

Main Contact: Steve Sann

Telephone #: (816) **Fax #:** (800)470-0906

Name On Bill: <u>American eVoice</u>
<small>(Must Be Identical To Name In Certification)</small>

Contract Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
Accounting Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
IT Contact:	Nate Sann	Phone:	(406)	Fax:	(800)470-0906
Fax Confirm Contact:	Nate Sann	Phone:	(406)	Fax:	(800)470-0906
Customer Service Contact:	Greg Lane	Phone:	(406)	Fax:	(800)470-0906
Investigations Auto Fax :		Phone:	() -	Fax:	() -
Regulatory Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
E-Mail Address:	support@myamericanevoice	800 # :	(866)473-1981	800 :	() -

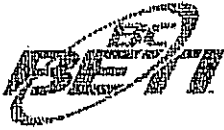
BBS ALID		Validates	<input type="checkbox"/> Yes <input type="checkbox"/> No	Charge for ALID		Charge for 800#	
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TN Billing Password Provided to:	Date Provided:
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Customer Accounting Vendor # (TALID):	Sort #:
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Special Instructions

Revised: 6/10/08



**BILLING ESSENTIAL TRANSACTION INFORMATION
SERVICES AGREEMENT**

This Billing Essential Transaction Information Services Agreement (the "Agreement") is made the Effective Date listed below by Billing Concepts, Inc. ("BCI"), a Delaware corporation, whose principal address and telephone number are 7411 John Smith Drive, Suite 1500, San Antonio, Texas 78229-4898, (210) 949-7000, and the "Customer" identified below. This Agreement consists of this cover page and the attached terms and conditions and exhibits. Customer and BCI are sometimes collectively referred to herein as the "parties," or separately as a "party."

"Customer" (name as it exactly appears in Customer's current Articles of Incorporation or equivalent organization documents)	American eVoice, Ltd.		
State in which Customer's Articles of Incorporation or organization documents are filed	Nevada		
Contract Name	Terry D. Saun		
Street Address	375 North Stephanie Street, Suite 1411		
City	Henderson	State	NV
		Zip	89014
Telephone	1-866-378-6752	Fax	1-866-378-6752
Email Address			
Effective Date:	August 3, 2010		

Please choose the desired Access Method(s) for the Services by selecting the appropriate box(es):

Services	Access Methods		
	Batch	Application Based	Interactive
Historical Data Elements, BKNA, and Line Level Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company: Billing Concepts, Inc.	Customer: American eVoice, Ltd.
Signature:	Signature:
Name (printed): Greg Carter	Name (printed): Terry D Saun
Title: President	Title: Pres

TERMS AND CONDITIONS

1. **DEFINITIONS.** The following terms will have the following meanings:

1.1. "**Confidential Information**" means information marked or designated by either party as confidential that is disclosed by one party to the other party, whether or not in written form.

1.2. "**Customer Contract**" means that certain Call Record Processing and Information Management Services Agreement entered into by and between Customer and BCI (or an affiliate of BCI) on or before the date hereof pursuant to which BCI or such affiliate is obligated to provide, among other things and subject to certain conditions, processing services for the submission of Customer's Records to certain LECs for billing by the LECs.

1.3. "**End User**" means any person or entity that purchases, acquires, subscribes to or uses Customer's products or services.

1.4. "**LEC**" means local exchange carrier.

1.5. "**LIDB**" means Line Information Database.

2. **SCOPE OF AGREEMENT**

2.1. **Services.** Subject to the terms and conditions set forth herein, Customer may utilize the Services via the selected Access Methods on the cover page in accordance with the terms and conditions applicable to such Services and selected Access Methods.

2.2. **Additional Services.** From time to time, BCI may make additional Services available to Customer. If Customer wishes to receive such additional Services, the parties may add such services via written notification or notice through electronic media from Customer to Company, and such new added Services will be provided under the same terms and conditions as contained herein.

3. **SERVICES**

3.1. **Requests.** Customer may submit a request for a Service to BCI ("**Request**") in the format applicable to the requested Services (as set forth in the BC BETI Technical Integration Reference, as may be amended from time to time) using any of the Access Methods selected on the cover page for the requested Service.

3.2. **Processing.** Following receipt of a valid Request, BCI will process the Request and create an output file ("**Results**") in accordance with the instructions contained in the Request and in accordance with the description of the Service as set forth in **Exhibit A**. Any Request that does not conform to the proper format will be rejected and returned to Customer, and no further processing will occur for such Request.

3.3. **Changes.** BCI may discontinue any Service or make changes affecting any Service, and the information available therefrom as BCI, in its sole discretion, determines. Such changes may include changes in pricing. BCI will use reasonable efforts to provide notice at least thirty (30) days in advance of any pricing change, material change to a Service or the information available therefrom. If, because of any such pricing change, discontinuance or change to a Service, Customer does not wish to purchase the applicable Service, then Customer may discontinue receiving such Service by providing notice to BCI within thirty (30) days of such change.

4. **CUSTOMER'S OBLIGATIONS**

4.1. **Compliance with Law.** Customer will obtain and keep current all applicable federal, state and local licenses, certifications and approvals and will fully comply with, and has full responsibility to comply with, all other applicable federal, state and local rules, regulations, laws and tariffs. Customer agrees that BCI will assume no responsibility for such compliance whatsoever and that BCI may suspend or terminate Services without notice if it has reason to believe Customer's use of the Services does not comply with applicable rules, regulations and laws.

4.2. **Review of Reporting.** Customer will be responsible for reviewing all Results transmitted by e-mail, mail or otherwise by BCI, and for notifying BCI of any inaccuracies within thirty-one (31) days of the date such Results are made available to Customer. Failure to notify BCI of any inaccuracies within such time period will constitute acceptance thereof. Such reporting will be made once under this Agreement. If Customer requests additional copies of Results, or requests that Results be produced in printed form, Customer agrees to pay BCI's then prevailing rates for such requests. Additional charges will be incurred if Results are to be retrieved from archives. Such fees also will apply to Results compelled to be produced in response to first-party or third-party requests, including those of regulatory or law enforcement bodies or judicial rules, orders or subpoenas. BCI provides reports, notices, user manuals and individual training to assist Customer. New customers may attend training on BCI's systems and reporting methods at BCI's headquarters within one hundred eighty (180) days of the Effective Date, at Customer's expense.

4.3. **Improper Use.** Customer agrees that it shall not (i) use information obtained via the Services to build a database for resale or for access by a third party; (ii) cache, store or otherwise reuse information obtained via the Services for external purposes including, but not limited to, resale or for access by a third party; (iii) knowingly provide information obtained via the Services to a third party in competition with the Services; (iv) disassemble, deconstruct, de-compile, or otherwise reverse engineer the Services, the Access Methods, or any software supplied by BCI; (v) use information obtained via the Services with any

technology or in any way to produce a result or functionality of one or more other services that are not Services for external purposes including, but not limited to, resale or for access by a third party; (vi) use the Services with computer generated or random information; (vii) use the Services in any way that may infringe any copyright or other proprietary interests of BCI or its vendors; (viii) interfere or present in any way a material security risk or interruption in the operation of the Services; (ix) use the Services or any information derived therefrom to violate applicable laws or governmental regulations including, without limitation, consumer protection, securities, child pornography or obscenity laws; or (x) use the Services or any information derived therefrom in any way that may violate rights of privacy or publicity of any individual whose personally identifiable data is retrieved.

4.4. Unauthorized Use. Customer agrees to promptly notify BCI of any actual or suspected unauthorized use or access of the Services and provide reasonable assistance to BCI in the investigation and prosecution of any such unauthorized use or disclosure.

4.5. Security. Customer acknowledges and agrees that the Results may contain records that have been inserted solely for data security and auditing purposes.

4.6. Telemarketing. Customer acknowledges that certain states have enacted laws placing restrictions on telemarketing activities, including but not limited to permitting a telephone subscriber to give public notice that he/she does not wish to receive sales solicitation telephone calls. BCI disclaims any warranty, express or implied, that the names and/or telephone numbers of all such subscribers have been identified on or deleted from the information supplied to Customer by the Services.

4.7. No Virus. Customer warrants that the Requests shall be delivered free of any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar element) that could damage, destroy or alter the Services, or that could improperly reveal, damage, destroy, or alter any data or other information accessed through or processed by the Services.

5. PAYMENT

5.1. Fees. Customer will pay to BCI the charges as set forth on the Exhibit B for the Services obtained by Customer ("Fees"). Such Fees will be deducted from amounts due Customer under the Customer Contract; provided, however, that in the event that such amounts are insufficient, or a Customer Contract is not effective, is inactive, or does not exist, BCI will invoice Customer for Fees owed by Customer under this Agreement and Customer agrees to pay such invoiced Fees within ten (10) days of date of invoice. BCI may elect to invoice Customer monthly or at another interval in BCI's sole discretion. All fees are non-refundable.

5.2. Setup Charges. Customer will pay those Setup Charges set forth in Exhibit B. All setup charges are non-refundable.

5.3. Set-Off. BCI may offset, deduct, withhold, set off, recoup, retain, or otherwise recover, until all obligations of Customer to BCI have been satisfied in full, any and all amounts that may otherwise be due and payable to Customer or any affiliates of Customer under this Agreement from amounts due Customer under any other agreement between BCI or its affiliates and Customer, including but not limited to the Customer Contract.

5.4. Interest. After a period of thirty (30) days from such invoice date, interest on unpaid balances will accrue at the lower of eighteen percent (18%) per annum or the highest legal rate allowed by law.

5.5. Taxes. Any tax or related charge resulting from this Agreement or any activities hereunder, may be billed to Customer as a separate item and shall be paid by Customer, unless a valid exemption certificate is furnished by Customer to BCI. These taxes shall be exclusive of any tax on BCI's income.

6. TERM AND TERMINATION

6.1. Term. The initial term of this Agreement will begin on the Effective Date and will continue in full force and effect for three (3) years unless terminated in accordance with the terms of this Agreement ("Initial Term"). Following the Initial Term, this Agreement will renew automatically for successive periods of one (1) year (each, a "Renewal Term") unless terminated by written notice of non-renewal from either party delivered at least ninety-one (91) days prior to the scheduled expiration date. The Initial Term and Renewal Terms will constitute the "Term."

6.2. Suspension and Termination.

(a) Either party may terminate this Agreement on thirty (30) days (five (5) days for non-payment) notice in the event of a material breach by the other party, provided that such party does not cure the breach within such notice period.

(b) BCI may suspend or terminate any or all of the Services or restrict Customer's use in whole or in part if, in BCI's sole judgment: (i) Customer presents a security risk to BCI or its vendors or could materially interfere with the proper continued provision of any of the Services; (ii) Customer is in breach or default of this Agreement; or (iii) Customer is in breach or default of the Customer Contract or any other agreement between the parties.

(c) Either party may terminate if the other party files, or there is filed against it, any voluntary or involuntary proceeding under the Bankruptcy Code, insolvency laws or any laws relating to relief of debtors, adjustment of indebtedness, reorganizations, compositions or extensions, makes an assignment for the benefit

of creditors, dissolves, declares that it is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature or if a receiver, trustee or custodian is appointed over, or an execution, attachment or levy is made upon, all or any material part of the property of such party.

6.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, Customer will immediately pay all unpaid amounts.

6.4. Survival. The provisions of this Agreement and each party's obligations hereunder which by their nature or context are required or intended to survive, including but not limited to Sections 7, 8, 9.2, 10, 11, 12, 13, and 14 hereof, will survive and remain in full force and effect after the expiration or termination of this Agreement.

7. CONFIDENTIAL INFORMATION

7.1. Confidentiality. The parties acknowledge that, as a result of the provision of services pursuant to this Agreement, Confidential Information that may be confidential or proprietary to each party may be disclosed to the other. Each party hereby agrees that it will make no disclosure of Confidential Information of the other party without the prior written consent of the disclosing party, except as necessary in order to perform its obligations under this Agreement. Each party will restrict disclosure of the other party's Confidential Information to its own employees, agents or independent contractors to whom disclosure is reasonably required. Such employees, agents or independent contractors will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of the other party's Confidential Information.

7.2. Return of Information. Upon request, the receiving party will return or destroy the other party's Confidential Information in such party's possession.

7.3. Exceptions. Neither party will have any obligation of confidentiality with respect to Confidential Information that: (i) is publicly available; (ii) was known to the recipient prior to disclosure, as evidenced in writing; (iii) was disclosed to the recipient by a third party without obligation of confidentiality; or (iv) was independently developed by the recipient. If a party receives an order from a court or other governmental body that requires disclosure of Confidential Information, then such party will promptly notify the other party of the order, and cooperate with any efforts by the disclosing party to limit or prevent such required disclosure.

8. INTELLECTUAL PROPERTY. BCI or its vendors will retain all right, title and interest in and to the Services and the Access Methods, and other than as expressly provided herein, Customer will have no right or license in or to the Services or the Access Methods.

9. LIMITED WARRANTIES

9.1. Warranties. BCI will perform the Services in a good and workmanlike manner. In the event of a breach of this warranty, BCI's exclusive obligation, and Customer's sole remedy, will be for BCI to re-perform the Request(s) resulting in the breach. BCI represents and warrants that the Access Methods will substantially conform to their respective specifications. In the event of a breach of this warranty, BCI's exclusive obligation, and Customer's sole remedy, will be for BCI to correct any coding or programming error in the Access Methods resulting in the breach, or providing a plan reasonably acceptable to Customer for correcting such coding or programming error.

9.2. Disclaimer. OTHER THAN AS SET FORTH IN 9.1, BCI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BCI does not warrant the uninterrupted or error-free operation of the Services.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT WILL BCI'S TOTAL AGGREGATE, CUMULATIVE LIABILITY, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE (1) MONTH'S AVERAGE OF BCI'S PROCESSING FEES CHARGED TO CUSTOMER OVER THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED; PROVIDED, HOWEVER, THAT IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.

10.2. UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE, EXEMPLARY OR ADDITIONAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, DATA OR REVENUES.

11. INDEMNIFICATION

11.1. By Customer. Customer will indemnify, defend, and save harmless BCI and BCI's vendors from and against all claims, damages, losses, and costs (including without limitation reasonable attorneys' fees) asserted against BCI or such vendor by third parties arising from or related to (i) Customer's provision of services to End Users; (ii) any Requests submitted

by Customer, including without limitation, for false or inaccurate information provided by Customer to BCI, (iii) injuries or death to persons or damage to (or theft of) property caused by Customer; (iv) or any failure of Customer to comply with legal or regulatory requirements.

11.2. By BCI. BCI will indemnify, defend, and save harmless Customer from and against all claims, damages, losses, and costs (including without limitation reasonable attorneys' fees) asserted against Customer by a third party alleging that the Services or Access Methods infringe any U.S. patent, U.S. registered trademark, U.S. registered copyright, or trade secret of such third party.

12. ASSIGNMENT. Neither party will assign any right or obligation under this Agreement without the other party's written consent. Any attempted assignment will be void. BCI may assign this Agreement, in whole or in part, to (i) any affiliate; or (ii) any company into which BCI may merge or consolidate or that acquires substantially all of its assets or stock. All rights, obligations, duties and interests of any party under this Agreement will inure to the benefit of and be binding on all successors in interest and assigns of such party and will survive any acquisition, merger, reorganization or other business combination to which it is a party.

13. DISPUTE RESOLUTION

13.1. This Section 13 governs all disputes, disagreements, claims or controversies between Customer and BCI, including, but not limited to, those arising out of or related to this Agreement, tort claims and claims of violation of statutes ("Disputed Matters"). All Disputed Matters will be submitted to the following dispute resolution process:

(a) Internal Escalation. First, the Disputed Matter will be referred jointly to senior executives of each of the parties. If such executives do not agree upon a resolution within forty-five (45) business days after referral of the matter to them, the complaining party will proceed to mediation as set forth below.

(b) Mediation. The complaining party will, upon written notice and within forty-five (45) business days after the conclusion of the internal escalation procedure, elect to have the Disputed Matter referred to non-binding mediation before a single impartial mediator to be jointly agreed upon by the parties in San Antonio, Texas. The mediation hearing will be attended by executives of both parties possessing authority to resolve the Disputed Matter and will be conducted no more than sixty (60) business days after a party serves a written notice of an intention to mediate. Customer and BCI will share equally all costs of such mediation. If the Disputed Matter cannot be resolved at mediation, the complaining party will proceed to Arbitration.

(c) Arbitration. In the event that the Disputed Matter has not been resolved through mediation, the complaining party will submit the Disputed Matter to binding arbitration before the

American Arbitration Association (the "AAA") pursuant to its Commercial Arbitration Rules. The arbitrator(s) will have the authority to render any award or remedy allowed by law. If the amount in controversy exceeds \$150,000.00, exclusive of attorneys' fees and expenses, interest and costs, the Disputed Matter will be decided by a panel of three (3) neutral arbitrators; otherwise, all disputes will be decided by a single neutral arbitrator. Each arbitrator will be selected from the AAA's Panel of Commercial Arbitrators, and the arbitration hearing will be conducted in San Antonio, Texas. The cost of the arbitration proceeding will be shared equally by the parties, but the prevailing party in any arbitration proceeding will be entitled to recover its reasonable and necessary attorneys' fees, costs and expenses (including in-house legal services) incurred in connection with the arbitration. Provided that Customer continues to timely pay BCI for services rendered under this Agreement and there has been no default by Customer, BCI may continue to provide services during the pendency of any Disputed Matter.

13.2. Confidentiality. The parties agree to maintain the confidentiality of, and not to disclose to a third party, any information, documents or things regarding any arbitral proceeding, or disclosed in the course thereof, except as required by law, regulation, or a bona fide business purpose, and unless required in connection with an action to enforce, nullify, modify, or correct an award.

14. GENERAL

14.1. Notice. Except as otherwise provided in this Agreement, all notices, demands and requests given by any party to the other party will be in writing and be deemed to have been duly given on the date: (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those sent postage prepaid in the United States mail via Certified Mail, Return Receipt Requested; (iii) received from a national overnight delivery service; or (iv) sent by facsimile transmission to the recipient's facsimile machine, provided that the receiving machine delivers confirmation to the sender.

14.2. No Third-Party Beneficiaries. This Agreement will not provide any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right.

14.3. Relationship Of The Parties. In furnishing services to Customer, BCI is acting only as an independent contractor. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. No provision in this Agreement shall cause or be construed to cause either party to violate any legal or regulatory requirement.

14.4. Governing Law And Venue. This Agreement will be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein,

exclusive jurisdiction and venue over any and all matters of dispute arising under or by virtue of this Agreement or between the parties will rest in the state or federal courts located in Bexar County, Texas.

14.5. Entire Agreement. This Agreement, including all exhibits and attachments, each of which is incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof.

14.6. Force Majeure. Except for payment obligations or compliance with applicable rules, regulations and laws, each party will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of such party, including, without limitation, third party nonperformance, failure or malfunction of computer or communications hardware, equipment or software, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

14.7. Amendments; Waivers. No modification, amendment or waiver of any provision of this Agreement, including its incorporated Exhibits, will be effective unless the same will be in writing and signed by or on behalf of the party against whom such modification, amendment, waiver or consent is claimed.

14.8. Severability. The illegality or unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any document or instrument required or referred to hereunder.

14.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document.

14.10. Headings. The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

14.11. Equitable Relief. Customer hereby acknowledges that unauthorized disclosure or use of the Services would cause irreparable harm and significant injury to BCI and/or its vendors that may be difficult to ascertain. Accordingly, Customer acknowledges that in the event of a breach by Customer of its obligations hereunder, BCI and its vendors shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including but not limited to, injunctive relief) to enforce Customer's obligations hereunder and to protect the proprietary rights of BCI and its vendors.

14.12. Export Laws. Customer agrees not to export or re-export the Services without first obtaining BCI's consent and the necessary license or approvals from the appropriate government agency or department which may require such approval. Customer shall obtain and pay for all licenses and approvals required and any related charges, and shall indemnify, defend, and hold harmless BCI and its vendors for any claim brought against BCI or its vendors based upon Customer's export or re-export activity in relation to the Services.

14.13. Authority. Each Party represents that it has full power and authority to enter into and perform this Agreement, has the right to disclose all information and materials made available to the other Party pursuant hereto, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to execute this Agreement.

EXHIBIT A
DESCRIPTION OF SERVICES AND ACCESS METHODS

A. Service Elements

(i) Historical Data Elements are summarized as follows:

Element Name	Description
Enhanced Billing	Allows Customer to request information as to whether an ANI has been billed by an enhanced provider (other than Customer) in last 31 days
LocalBKNA	Indicates how recently a billing name and address has been added to BCI's local database
DTCBlocked	Indicates whether or not miscellaneous charges (4250 records) have been blocked by BCI from billing due to end-user credit/adjustment requests
BCIBlocked	Indicates whether or not BCI has blocked billing at the request of an end-user or government agency
UserBlocked	Indicates whether or not BCI has received rejected records due to an end-user request that a LEC blocked the billing of miscellaneous charges (4250 records)
Code50	Indicates whether BCI has a history of Return Code 50 Rejects
ActivityStart	Indicates the first known activity in BCI's system
AreaCodeSplit	Indicates whether an area code split has recently occurred, is upcoming, or is in progress
HighToll	Identifies whether or not BCI has a record of thresholds for dollars billed being exceeded during the current and certain previous billing periods
CSAdjustment	Returns an aging of credits and adjustments given by BCI's customer service center
LECAAdjustment	Returns an aging of credits and adjustments given by a LEC as reported to BCI
LECRReject	Returns an aging of billed charges that were rejected as unbillable by a LEC as reported to BCI
LECWriteOffs	Returns an aging of billed charges that were written off as uncollectible by a LEC as reported to BCI

(ii) BKNA information is summarized as follows:

Element Name	Description
BKNA	Returns the name and address found by BCI based upon a search of multiple name and address information vendors and BCI's internal databases, utilizing commercially reasonable processes

(iii) Line Level information is summarized as follows:

(a) LIDB Line Level Packages

LIDBBNSEnhanced	Returns line level information about the ANI and whether or not the ANI can be billed by BSG through the local telephone company
LIDBCallingCard	Returns line level information about the ANI and whether or not the ANI can be billed by BSG through the local telephone company
LIDBCollect	Returns line level information about the ANI and whether or not the ANI can be billed by BSG through the local telephone company
LIDBThirdPartyBilling	Returns line level information about the ANI and whether or not the ANI can be billed by BSG through the local telephone company
LineLevelInfo	Returns line level information about the ANI and whether or not the ANI can be billed by BSG through the local telephone company. Includes Reply Code which is useful for determining collect call handling.

(b) LIDB Leastcost Packages

LineLevelInfoLeastCost	Returns line level information about an ANI and whether or not the ANI can be billed by BSG through the local telephone company. LineLevelInfoLeastCost does not return Reply Code information, so this query is not useful in determining collect call handling.
LIDBBNSStandard	Returns line level information about the ANI and whether or not the ANI can be billed by BSG through the local telephone company

(iv) LN information is summarized as follows:

Element Name	Description
LNPLookup (Pre-Query)	Intended to be used as a supplement to Allows Customer to request name of the network provider associated with a number, as well as a wireless indicator and the BSG Clearing Solutions OnNet indicator. Note: Numbers identified as being owned by a billable LEC may still be unbillable due to local resale. A least cost LIDB query will still be necessary to fully identify the billing telephone company.
LNVerify (Pre-Authenticate)	Intended to be used as a supplement to Bill2Phone as a pre-authentication service by allowing Customer to check the end user's telephone number and last name in order to receive a yes or no answer regarding the validity of the account name prior to using PhonePayAuthorize or PhonePaySale.

Any term listed in the summaries above or in Exhibit B hereto not defined in this Agreement shall have the meaning set forth in the BC BETI Technical Integration Reference.

B. Access Methods (Specific details regarding the Access Methods are contained in the BC BETI Technical Integration Reference)

Batch: Customer will transfer a data file containing a minimum of one hundred Requests to Customer's account. The data file must be in BCI's required specification. BCI will process the data file and place the Results in a file in

BCI CONFIDENTIAL AND PROPRIETARY

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Customer's account. Customer may retrieve the Results at its convenience, but the Results will be archived after being available for thirty (30) days.

Application Based: Customer will transfer a single Request by using the HTTP protocol and results will be returned in the same manner.

Interactive: Customer may submit a Request via the BCI website.

**EXHIBIT B
PRICING**

1. Fees. The following chart sets forth the charges for the Services, based on the number of Requests or BKNA Matches per month. Fees shown are per Request for Historical Data Elements and Line Level Elements. BKNA price is based on number of BKNA Matches, as defined below.

Service		Fee
Enhanced Billing Indicator		\$0.04 per Request
Mobile Carrier Lookup		\$0.03 per Request
Historical Data Elements		\$0.06 per Request
BKNA		\$0.10 per BKNA Match
Line Level Elements:	LIDB	\$0.0246 per Request plus LIDB Rate (as defined below) for LIDB line level information
	Least Cost LIDB	\$0.0246 per Request plus Least Cost LIDB Rate (as defined below) for Least Cost LIDB line level information
LNP Lookup		\$0.0075 per Request
LN Verify		\$0.015 per Request

Minimum Monthly Charge (for all Services combined):	\$250.00
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"BKNA Match" is defined as name and address information located pursuant to Billing Concepts' standard procedures for procuring BKNA information from Billing Concepts' vendors or internal databases. If Billing Concepts cannot locate a BKNA Match for a Request, Customer will not be charged a BKNA fee for such Request.

"LIDB Rate" or "Least Cost LIDB Rate" – BCI shall calculate the LIDB Rate or the Least Cost LIDB Rate by comparing the telephone number from a Request to its list of LIDB or Least Cost LIDB information sources. BCI shall determine, in its sole discretion, the most likely LIDB or Least Cost LIDB information source used to process the Request. BCI shall use the published LIDB or Least Cost LIDB tariffed rate or the contracted vendor rate for such information source to calculate the price for LIDB or Least Cost LIDB line level information Requests. Such LIDB Rates and Least Cost LIDB Rates are subject to change without notice.

2. Setup Charge. Customer will pay a one-time set-up fee of \$250.00.

3. Special Programming Task Fees. Customer will pay a time and expense rate for any special programming tasks or requests for additional information. The current hourly rate is \$250.

AMENDMENT NO. 2

This Amendment No. 2 ("Amendment") is made and entered into effective this 2nd day of August, 2010 ("Effective Date"), by and between Enhanced Services Billing, Inc. a Delaware corporation ("Company") and Ameriann eVoice, Ltd., a Nevada limited company ("Customer"). Customer and Company, and their affiliates, are sometimes referred to as the "parties", or separately as the "party."

WHEREAS, the parties have entered into a Call Record Processing and Information Management Services Agreement dated April 30, 2008 ("Agreement.") Unless otherwise defined in this Amendment, all capitalized or defined terms used herein shall have the meaning given to such terms in the Agreement; and

WHEREAS, the parties desire to amend the Agreement by incorporating the terms and conditions to which the parties have agreed to as set forth below.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Amendment No. 1 is hereby deleted in its entirety.

II. Section 3(a) "Submission of EMI Billing Records" of the Agreement is hereby *deleted and replaced with the following:*

(a) **Submission of Records:** Customer will submit Customer's data relating to transactions ("Records") to Company for purchase and submission to the LECs during the Term of this Agreement as defined below. Customer is responsible for providing adequate information for Company to process such Records and to submit them to the LECs. All costs related to submissions will be borne by Customer and Customer will be responsible for providing and installing all hardware and software necessary to access the Service. Records will be submitted by Customer to Company within one (1) Business Day of the day in which a transaction (each a "Transaction") occurred. Each Record associated with a Transaction must be authorized by the End User prior to submission of the Record to Company as further described in Section 4 of this Agreement.

III. Section 1 "Company Record Processing Fees for Enhanced Services Records" of Exhibit C "Pricing" of the Agreement is hereby amended *with the following new section added:*

1(a) Company Record Processing Fees (rate per Record/per month) for validation and authentication:

Company Record Processing Fees (rate per Record/per month) for validation and authentication:		
Query	\$0.05*	Allows Customer to request approval from Company regarding whether a charge can be posted to a particular telephone number. The response indicates whether the end user's <i>phone number</i> is available to accept charges for digital content and/or services purchases.
Date of Birth Authentication	\$0.42*	For each new end user sale, this request allows Customer to request authorization from Company regarding posting a charge to a particular phone number. The response indicates whether the end user's phone number and personal information was authenticated using the end user's <i>birth date</i> information.

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AMENDMENT NO. 2

Extension	Description
Customer Authentication (Using the L4 SSN Authentication)	\$0.20* Per Request
	Allows Customer to request authentication only from Company for a particular telephone number. The response indicates whether the end user's phone number is authenticated using the last four digits of the social security number.

* Company may increase fees upon thirty (30) days prior written notice.

Except as specifically set forth hereinabove, the Agreement is not modified in any manner, and all other terms and conditions of the Agreement will remain in full force and effect during the Term to the extent they do not conflict with this Amendment. As amended and restated herein, the Agreement is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

Enhanced Services Billing, Inc.
 By: [Signature]
(signature)
 Name: Greg Carter
(print)
 Title: President
 Date: 08.03.10

American Voice, Ltd.
 By: [Signature]
(signature)
 Name: Terry D. Sank
(print)
 Title: Pres
 Date: 8/25/10

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ATTACHMENT B-1 – VISIONTRACK SOFTWARE LICENSE AGREEMENT

This Attachment B-1 – VisionTrack Software License Agreement, to the Addendum “B” – Customer To Provide End-User Customer Service (“Attachment B-1”), is entered into and made this 4 day of March, 2010 (“Effective Date”) by Billing Concepts, Inc. (“Company”) and the *Customer* identified below. This Attachment B-1 consists of this cover page, the following terms and conditions, attached exhibits, and addenda, if any. Customer and Company and their respective affiliates are sometimes collectively referred to herein as the “Parties” or separately as a “Party.”

“Customer” (name as it exactly appears in Customer’s current Articles of Incorporation or equivalent business organization documents)	American EVoice, LTD			
State in which Customer’s Articles of Incorporation or business organization documents are filed:	Nevada			
Contact Name:	Terry D. Sann			
Street Address:	375 North Stephanie Street, Suite 1411			
City:	Henderson	State:	NV	Zip: 89014
Telephone:	866-378-6752	Fax:		
Email Address:				
Effective Date:	March 4, 2010			
Software:	Vision Track			

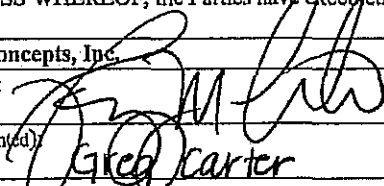
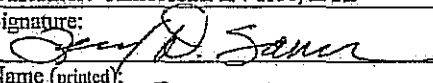
One time Initial Set-up Fee:	\$200.00
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Please choose the desired access method(s) for the licensed use of the VisionTrack Software by selecting one of the appropriate boxes:

<input checked="" type="checkbox"/>	Full Access	\$275.00 monthly recurring License Fee (includes unlimited log-ins)
<input type="checkbox"/>	View Only (with Notes)	\$1000.00 monthly recurring License Fee (includes unlimited log-ins)
<input type="checkbox"/>	View Only	\$500.00 monthly recurring License Fee (includes unlimited log-ins)

Payment Terms & Conditions:
 Customer will pay the fees specified above and will be responsible for any taxes, other than those taxes on BCI’s income. All fees due Company under this Attachment B-1 will be deducted from amounts due Customer under the Customer Contract.

IN WITNESS WHEREOF, the Parties have executed this Attachment B-1 as of the Effective Date.

Billing Concepts, Inc.	Customer: American EVoice, LTD
Signature: 	Signature: 
Name (printed): Greg Carter	Name (printed): Terry D Sann
Title: President	Title: President
Date of Signature: 03.04.10	Date of Signature: 3-3-10

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WHEREAS, on or before the date hereof, Customer and Company entered into a certain Call Record Processing and Information Management Services Agreement (the "Customer Contract"), and an Addendum "B" – Customer To Provide End User Customer Service (the "Addendum B") whereby Customer is permitted to handle its own Customer Service under the Addendum B; and

WHEREAS, Customer desires to utilize Company's proprietary VisionTrack Software in handling its Customer Service; and

WHEREAS, Customer and Company acknowledge and agree to modify the terms of the Addendum B and the Customer Contract in accordance with the terms and provisions set forth herein to the extent inconsistent herewith.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Modification of Customer Contract and Addendum B. Unless otherwise defined in this Attachment B-1, all defined terms used herein shall have the meaning given to such terms in the Customer Contract and the Addendum B. The Customer Contract and the Addendum B are hereby modified as set forth in this Attachment B-1. This Attachment B-1 is incorporated into and made a part of the Customer Contract and the Addendum B, the terms and conditions of which, unless expressly modified by this Attachment B-1, continue unchanged and in full force and effect. Company may modify this Attachment B-1 upon thirty (30) days' written notice to Customer. To the extent that any terms or provisions of this Attachment B-1 are or may be deemed expressly inconsistent with any terms or conditions of the Customer Contract or Addendum B, the terms of this Attachment B-1 shall control. A default under this Attachment B-1 shall constitute a default under the Customer Contract. Similarly, a default under the Customer Contract shall constitute a default under this Attachment B-1.

2. Use of Software. Company hereby grants to the Customer a non-exclusive, non-transferable license to use the Vision Track Software ("Software") to process Customer's data. Customer shall not, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, (ii) duplicate, reproduce or copy, (iii) disclose, divulge or otherwise make available to any third party, (iv) use (except as authorized by this Attachment B-1), or (v) decompile, disassemble or otherwise analyze for reverse engineering purposes the Software.

3. Company Fees and Charges. The one time charge of the Total Amount Due Company calculated above will be deducted from amounts due Customer under the Customer Contract. In addition, Company will charge Customer ten cents (\$.10) per either Customer Service sustained or per Customer Service electronic credit that is processed via VisionTrack and downloaded to ARRS (the "VisionTrack CS Fee.") Customer will pay the Basic Customer Service Fee in the Customer Contract for each manual check or manual IC/EC memorandum that is

issued by Customer via VisionTrack and processed by Company. Such charges will be added to the Company Processing Fees and deducted monthly from amounts due Customer under the Customer Contract.

4. Term and Termination. This Attachment B-1 will commence on the Effective Date, and will continue until terminated. This Attachment B-1 may be terminated upon thirty (30) days written notice if the other Party breaches any material provision of this Attachment B-1 and fails to fully cure such breach within such thirty (30) day period. Upon termination, for any reason, Customer shall promptly return all data, documents and other information pertaining to the Software to Company. In the event the Parties do not elect to terminate this Attachment B-1 as provided for herein, this Attachment B-1 shall terminate upon the termination of the Customer Contract.

5. Ownership. All rights, title, and interest, including trademarks, patent rights, copyright interests, and other forms of intellectual property, in and to the Software (including without limitation, any copies thereof) are the exclusive property of Company.

6. Limited Warranty. Company warrants to Customer that, for three (3) months following the Effective Date, the Software will function substantially in accordance with the Software's documentation. In the event of a breach of the foregoing warranty, Customer's exclusive remedy and Company's sole obligation, will be to, within thirty (30) days, (a) correct such deficiency; (b) provide Customer with a plan acceptable to Customer for correcting such deficiency; or (c) upon Company's determination that neither (a) or (b) can be reasonably accomplished, then either Party may terminate this Attachment B-1, and Company will refund any License Fees actually paid to Company under this Attachment B-1.

7. WARRANTY DISCLAIMER. COMPANY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND

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WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S ENTIRE LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS ATTACHMENT B-1, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID TO COMPANY UNDER THIS ATTACHMENT B-1 IN THE TWELVE MONTHS PRECEDING THE EVENT FROM WHICH LIABILITY AROSE.

9. Indemnification. Company shall indemnify and hold Customer harmless against damages arising out of a third party claim that the Software infringes upon such third party's copyright, patent or trade secret, but only if the Software has been used as delivered by Company to Customer or as modified by Company and in accordance with the documentation; but only if (i) Company shall have the right to conduct any defense or settlement in any such third party action, (ii) Customer shall fully cooperate with such defense, and (iii) Company receives prompt written notice from Customer of such third party action. Company shall have no liability for any claim of infringement based on (a) use of other than the current version of the Software if such infringement would have been avoided by use of the current version, or (b) use or combination of the Software with third party software or data if such infringement would have been avoided by the use of the Software without the use of other software or data.

If a third party's claims substantially interfere with Customer's use of the Software or if Company believes that a third party claim may substantially

interfere with Customer's use of the Software, Company, at its sole discretion, may (a) replace or modify the Software with a functionally equivalent and non-infringing Software; (b) obtain a license for Customer to continue use of the Software; or (c) if none of the foregoing alternatives are commercially reasonable, Company may terminate this Attachment B-1. This Section 9 will constitute Company's entire liability and Customer's exclusive remedy for a claim of infringement.

10. Miscellaneous. This Attachment B-1 may not be transferred or assigned by Customer without the prior written consent of Company, which consent shall not be unreasonably withheld or delayed. This Attachment B-1 shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflict of law of any jurisdiction. The Parties shall perform all of their duties under this Attachment B-1 as independent contractors, and will not be considered partners, joint ventures or otherwise as participants in a joint undertaking. The provisions of this Attachment B-1 relating to the payment of any fees or other amounts owed, confidentiality, disclaimer of warranty, and limitation of liability shall survive any termination or expiration of this Attachment B-1. If any provision of this Attachment B-1 shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Attachment B-1 shall otherwise remain in full force and effect. This Attachment B-1 may only be modified or amended by an instrument in writing signed by duly authorized employees of both of the Parties hereto; provided, however, that Company may change the monthly recurring License Fees upon thirty (30) days' written notice to Customer. This Attachment B-1 constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. Any notice, approval, request, authorization, direction or other communication under this Attachment B-1 shall be given in writing at the address set forth in the Customer Contract and shall be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered personally to the Party to whom the same is directed, (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt and (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission.

COMPANY CONFIDENTIAL AND PROPRIETARY

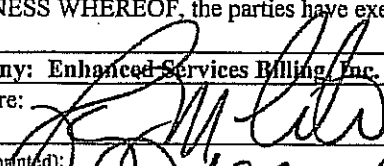
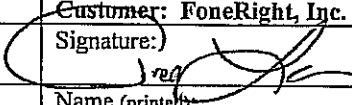
ESBI™

CALL RECORD PROCESSING AND INFORMATION MANAGEMENT SERVICES AGREEMENT

This Call Record Processing and Information Management Services Agreement (the "Agreement") is made the Effective Date written below by Enhanced Services Billing, Inc. ("ESBI" or "Company"), a Delaware corporation, whose principal address and telephone number are 7411 John Smith Drive, Suite 200, San Antonio, Texas 78229-4898, (210) 949-7000, and the "Customer" identified below. This Agreement consists of this cover page, the following terms and conditions, attached exhibits, and addenda, if any. Customer and Company, and their affiliates, are sometimes collectively referred to herein as the "Parties", or separately as a "Party."

"Customer" (name as it exactly appears in Customer's current Articles of Incorporation or equivalent organization documents)	FoneRight, Inc.				
State in which Customer's Articles of Incorporation or organization documents are filed	Nevada				
Contact Name	Gregory D. Lane				
Street Address	Lane				
City	Stevensville	State	Montana	Zip	59870
Telephone	406-	Fax	406-		
E-mail Address	Greg@e.merica.media.com				
Effective Date	April 22, 2008				

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company: Enhanced Services Billing, Inc.	Customer: FoneRight, Inc.
Signature: 	Signature: 
Name (printed): GREG M. CARTER	Name (printed): Greg Lane
Title: PRESIDENT	Title: President

RECITALS

WHEREAS, Customer is engaged in the business of providing certain communications products and services that it desires to bill and collect through Local Exchange Carriers ("LECs");

WHEREAS, Company has entered into agreements with certain LECs ("LEC Agreements") that allow Company to provide call record processing and information management services for Qualifying EMI Billing Records that are transmitted by Company to such LECs ("Company Services"); and

WHEREAS, Customer desires to obtain such Company Services on the terms and conditions contained herein;

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

As used in this Agreement, certain terms have the meanings set forth in Exhibit "A," unless their context in this Agreement requires otherwise.

SECTION 2. SCOPE OF AGREEMENT.

Customer will purchase from Company and Company will provide the services described in Section 3, subject to the terms and conditions set forth herein, such terms and conditions being subject to the limitations of the LEC Agreements and Coalition Guidelines. Company will be Customer's sole and exclusive source for LEC billing and information management services in the United States and Canada for the LECs. As Company enters into additional LEC Agreements, Company will provide services to Customer in such LEC areas on the same terms and conditions as contained herein.

SECTION 3. BILLING SERVICES.

(a) Submission of EMI Billing Records: Customer will submit Customer's EMI Billing Records ("Records") to Company for purchase and submission to the LECs at least once per week during the Term of this Agreement as defined below. Records must contain information adequate for Company to process such Records and to submit them to the LECs. In the event Customer cannot satisfy the minimum transmission volumes described in Section 4(g), Customer will submit Records at least once per month. All costs related to submissions will be borne by Customer.

(b) Company's Edits and Screens: Following receipt of Customer's Records, Company will process Customer's Records through Company's edits and screens. Those Records that pass Company's edits and screens will be "Qualifying Records." Company will purchase from Customer those Qualifying Records and will transmit the Qualifying Records for subsequent purchase, billing, and collection by the LECs. Those Records that do not pass Company's edits and screens will be "Company Rejected Records." Company Rejected Records will be returned to Customer, and Company will have no other obligation with respect to Company Rejected Records, except that, subject to the terms and conditions of this Agreement, Customer may

resubmit Company Rejected Records to Company after all deficiencies of such Company Rejected Records are corrected by Customer and, if such Company Rejected Records thereafter pass Company's edits and screens as Qualifying Records, Company will thereupon treat such records as Qualifying Records.

(c) Submission to LECs: After passing Company's edits and screens, Company will transmit Customer's Qualifying Records to the appropriate LECs for billing and collection under the LEC Agreements.

(d) Billing and Collection by LECs: Customer acknowledges that the LECs will be solely responsible for billing End Users in the applicable LEC for Qualifying Records ("Collectable Amounts"). Company will have no billing or collection obligations other than transmission of the Qualifying Records to the LECs. Customer expressly acknowledges and agrees that Company is not a debt collector as such term is used or defined in the Federal Debt Collection Practices Act or the Texas Debt Collection Act, or any other federal, state or local law. Company may use third-party services to perform all or part of the services rendered under this Agreement.

(e) Printing of Customer's Name on End User's LEC Telephone Bill: Company will use reasonable efforts to cause each LEC to print Customer's name, along with the associated Qualifying Records, on each End User's telephone bill billed by the LECs. Customer acknowledges that where the LECs do not provide this service, Customer's name will not appear on the End User's telephone bill. However, in the event that an End User requests Customer's address or telephone number, Company will provide such information to the requesting End User.

(f) Basic End User Inquiry, Investigation and Credit or Adjustment Services ("Customer Service"): Customer acknowledges that Company retains the right to change Company's Procedures for Customer Service contained in Exhibit "F" from time to time, as Company reasonably determines necessary to comply with the Company LEC Agreements, state or federal laws, rules, regulations, Tariffs, or the regulatory environment. Customer agrees that Company has complete discretion to address any inquiries addressed to or through it by End

Users, LECs, or regulatory or law enforcement bodies. Customer agrees to be bound by Company's decisions and to pay any credits, fees, or penalties that may result from Customer's Records.

(g) Reporting: Company will provide only electronic information and reports to Customer and will do so via ARRS. The Company may replace or discontinue the ARRS services and provide a reasonable alternative to ARRS services after notice to Customer. At this time, Company is not providing written reports to Customer.

SECTION 4. CUSTOMER'S OBLIGATIONS.

(a) Cooperation by Customer: Customer will cooperate with Company to the fullest extent under this Agreement. Such cooperation will include, but not be limited to, the following:

(i) supplying Company with Customer's identification codes, any and all certifications of regulatory authorities pertaining to Customer, as well as any other information and documents reasonably necessary or helpful for Company to process Records under this Agreement;

(ii) supplying Company with all technical information and assistance with testing that Company deems reasonably necessary or helpful in providing Company Services to Customer;

(iii) promptly supplying Company with requested information on End Users, including marketing information, reasonably necessary to perform Company Services for Customer, and if such information is requested by judicial rule or a regulatory body, then within one half the time Company has to respond to such request; and

(iv) supplying Company with all information requested by Company as set forth in Exhibit "G."

(b) Applicable Approvals and Compliance with Law: Customer will obtain and keep current all applicable federal, state and local licenses, Tariffs, certifications, and approvals and will fully comply with, and has full responsibility to comply with, all other applicable federal, state and local rules, regulations, laws, and Tariffs. No provision in this Agreement shall cause or be construed to cause either party to violate any legal or regulatory requirement or obligation. Customer certifies that all Records submitted by Customer will comply with the service provider's certifications and Tariffs in the relevant jurisdictions for the Records and with all applicable state, federal and LEC rules, regulations, laws, and Coalition Guidelines. Customer agrees that Company will assume no responsibility for such compliance whatsoever and that Company may suspend or discontinue Company Services, at Company's discretion, without prior notice,

for any Records that Company determines does not comply with applicable rules, regulations, laws, or the Coalition Guidelines. In the event Company suspends Company Services pursuant to the preceding sentence, Company may reinstate Company Services after Customer fully complies with all applicable rules, regulations, laws, or the Coalition Guidelines within the time frame established by Company for such compliance. Customer acknowledges that certain LEC billing systems contain edits and screens ("Blocks") that prevent Customer's Records from being billed to Customer's End Users until Company can demonstrate to such LECs that Customer has the proper authority to provide services to Customer's End Users. Customer further acknowledges that in such instances, those LECs control the removal of such Blocks, and Company will not be responsible for submitting Records to those LECs prior to the removal of such Blocks.

(c) Authorized Charges: Where applicable, Customer will submit Records to Company only for services that have been properly authorized by End Users, as described in Exhibit "G." Customer agrees to cancel services for End Users that request cancellation. Customer agrees to timely provide Company with a valid 391001 record, containing authorization information, for each Record submitted.

(d) Validation: Customer will validate all collect, third party, and LEC calling card billed Records using LIDBs (Line Information Data Bases) or another alternative validation method that complies with applicable rules, regulations, and laws and is acceptable to the LECs and Company. If Company determines that Customer has not properly validated such Records, then Company will have the right to reject such Records. Customer will remain wholly and individually liable to Company or any third party for un-validated or improperly validated Records.

(e) Completed Calls: Customer warrants that Customer is in compliance with the FCC's order to determine call connection using hardware or software "answer detection." Customer further agrees that Customer will submit to Company only those Records for calls that represent valid, completed calls as defined in Exhibit "D."

(f) Aged Records: Customer will not submit Records to Company that are more than one hundred twenty (120) days old or that exceed "age of toll" limitations established by an applicable LEC, whichever is less.

(g) Minimum Transmission Volumes: Customer will not submit to Company less than Five Hundred Dollars (\$500) in Company Processing Fees per Library Code in any single transmission.

(h) Review of Reporting: Customer will be responsible for reviewing all reports and notices generated by ARRS, ARRS user manuals, and other information posted to any bulletin board or internet service maintained by Company, transmitted by e-mail,



mail or otherwise and made available to Customer by Company, and for notifying Company of any inaccuracies in such reports and notices within ninety-one (91) days of the date such information is made available to Customer. Failure to notify Company of any inaccuracies within such time period will constitute acceptance thereof. If Customer requests additional copies of electronic reports, or requests that electronic reports be produced in printed form, Customer agrees to pay Company's then prevailing rates for such additional or printed reports. Additional time and cost charges will be incurred if information has to be retrieved by Company from archives. Such time and cost charges also will apply to material produced in response to a request by regulatory or law enforcement bodies or pursuant to judicial rules, orders or subpoenas. Company provides reports, notices, user manuals and individual training to assist Customer's performance under this Agreement. New customers should attend training on Company's systems and reporting methods at Company's headquarters within one hundred eighty (180) days of the Effective Date.

(i) Objectionable Content: Customer agrees, as a condition of Company's performance under this Agreement, that Customer will not submit Records for processing under this Agreement that arise from or are related to products or services pertaining to matters that are harmful, damaging or against public policy, including, but not limited to, products or services that:

- (i) explicitly or implicitly refer to sexual conduct;
- (ii) contain indecent, obscene or profane language;
- (iii) allude to bigotry, racism, sexism or other forms of discrimination;
- (iv) are of a violent nature;
- (v) through advertising, content or delivery, are deceptive, or may take unfair advantage of minors, the elderly or the general public;
- (vi) are publicly accessible, multi-party connections commonly known as "gab" or "chat" services;
- (vii) are offered by Customer or its agents using box, sweepstakes or contest-type entry forms;
- (viii) are offered by Customer or its agents using negative option sales offers;
- (ix) are 800 pay-per-call services;
- (x) are collect callback services;
- (xi) are phantom billing (i.e., charging for calls never made or services never provided);
- (xii) have not been properly authorized by End Users, or that Company determines, in its sole discretion, have had excessive Customer Service or adjustments associated with such services;

(xiii) are prohibited by federal, state or local rules, regulations and laws, Tariffs or the Coalition Guidelines;

(xiv) individual LECs exclude from the types of services or products for which their policies permit them to bill and collect or that, in Company's determination will or could jeopardize Company's LEC Agreements;

(xv) are, in Company's determination, deceptive or anti-consumer; or

(xvi) have been purchased by, transferred to or shared with Customer or Customer's affiliates, any portion of which such Records, call records, billing records, accounts receivable or customer base(s) have been previously refused, suspended or terminated by any LEC or billing aggregator for any reason, regardless of whether the refusal, suspension or termination was in the name of the entity currently billing the Records, call records, billing records, accounts receivable or customer base(s) or in the name of any other person or entity.

Notwithstanding any other provision of this Section, the parties acknowledge that Company has no reasonable means of determining the validity of or authorization for Records sent to Company for processing under this Agreement, and that Company therefore strictly relies upon Customer to forward only valid and authorized Records that can be, if necessary, substantiated in a court of law or to a regulatory body. Customer warrants and represents, when submitting Records to Company, that such Records are true and correct and accurately reflect proper charges legally owed by Customer's End User to Customer. In the event Customer violates this Section 4, Company reserves the right to immediately cease Company's Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, Company may, in its sole discretion, notify any federal, state or local regulatory or law enforcement entity or LECs in the event of any suspension or discontinuance of Company's Services under this Agreement.

(j) No Other Billing Arrangement: Customer warrants that the Records submitted at least once per week or monthly by Customer to Company pursuant to this Agreement are owned by Customer and are not subject to any Claims, are not and will not be subject to any other billing and collection agreement, have not been billed previously by any method and will not be billed by Customer or another party following their submission by Customer to Company. Notwithstanding the above, Customer may bill Company Rejected Records or LEC Rejected Records after the deficiency has been corrected. With the exception of Records subject to LEC Adjustments, Customer may not initiate secondary collection efforts for any Records that have billed to Customer's End Users by the LECs.





**BILLING ESSENTIAL TRANSACTION INFORMATION
SERVICES AGREEMENT**

This Billing Essential Transaction Information Services Agreement (the "Agreement") is made the Effective Date listed below by **Billing Concepts, Inc.** ("BCI"), a Delaware corporation, whose principal address and telephone number are 7411 John Smith Drive, Suite 1500, San Antonio, Texas 78229-4898, (210) 949-7000, and the "Customer" identified below. This Agreement consists of this cover page and the attached terms and conditions and exhibits. Customer and BCI are sometimes collectively referred to herein as the "parties," or separately as a "party."

"Customer" (name as it exactly appears in Customer's current Articles of Incorporation or equivalent organization documents)	Network Assurance, Inc			
State in which Customer's Articles of Incorporation or organization documents are filed	Nevada			
Contact Name	Monti Wimmer			
Street Address				
City	Camano	State	WA	Zip 98202
Telephone	1-866-505-6911	Fax	816	
Effective Date	October 19, 2009			

Please choose the desired Access Method(s) for the Services by selecting the appropriate box(es):

Services	Access Methods		
	Batch	Application Based	Interactive
Historical Data Elements, BKNA, and Line Level Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company: Billing Concepts, Inc.	Customer: Network Assurance, Inc.
Signature:	Signature:
Name (printed): Greg Carter	Name (printed): Steven K. Dean
Title: President	Title: Manager

TERMS AND CONDITIONS

1. **DEFINITIONS.** The following terms will have the following meanings:

1.1. **"Confidential Information"** means information marked or designated by either party as confidential that is disclosed by one party to the other party, whether or not in written form.

1.2. **"Customer Contract"** means that certain Call Record Processing and Information Management Services Agreement entered into by and between Customer and BCI (or an affiliate of BCI) on or before the date hereof pursuant to which BCI or such affiliate is obligated to provide, among other things and subject to certain conditions, processing services for the submission of Customer's Records to certain LECs for billing by the LECs.

1.3. **"End User"** means any person or entity that purchases, acquires, subscribes to or uses Customer's products or services.

1.4. **"LEC"** means local exchange carrier.

1.5. **"LIDB"** means Line Information Database.

2. **SCOPE OF AGREEMENT**

2.1. **Services.** Subject to the terms and conditions set forth herein, Customer may utilize the Services via the selected Access Methods on the cover page in accordance with the terms and conditions applicable to such Services and selected Access Methods.

2.2. **Additional Services.** From time to time, BCI may make additional Services available to Customer. If Customer wishes to receive such additional Services, the parties may add such services via written notification or notice through electronic media from Customer to Company, and such new added Services will be provided under the same terms and conditions as contained herein.

3. **SERVICES**

3.1. **Requests.** Customer may submit a request for a Service to BCI ("**Request**") in the format applicable to the requested Services (as set forth in the BC BETI Technical Integration Reference, as may be amended from time to time) using any of the Access Methods selected on the cover page for the requested Service.

3.2. **Processing.** Following receipt of a valid Request, BCI will process the Request and create an output file ("**Results**") in accordance with the instructions contained in the Request and in accordance with the description of the Service as set forth in **Exhibit A**. Any Request that does not conform to the proper format will be rejected and returned to Customer, and no further processing will occur for such Request.

3.3. **Changes.** BCI may discontinue any Service or make changes affecting any Service, and the information available therefrom as BCI, in its sole discretion, determines. Such changes may include changes in pricing. BCI will use reasonable efforts to provide notice at least thirty (30) days in advance of any pricing change, material change to a Service or the information available therefrom. If, because of any such pricing change, discontinuance or change to a Service, Customer does not wish to purchase the applicable Service, then Customer may discontinue receiving such Service by providing notice to BCI within thirty (30) days of such change.

3.4. **Testing.** BCI reserves the right to test and evaluate information associated with Customer which has been processed through the Service.

4. **CUSTOMER'S OBLIGATIONS**

4.1. **Compliance with Law.** Customer will obtain and keep current all applicable federal, state and local licenses, certifications and approvals and will fully comply with, and has full responsibility to comply with, all other applicable federal, state and local rules, regulations, laws and tariffs. Customer agrees that BCI will assume no responsibility for such compliance whatsoever and that BCI may suspend or terminate Services without notice if it has reason to believe Customer's use of the Services does not comply with applicable rules, regulations and laws.

4.2. **Review of Reporting.** Customer will be responsible for reviewing all Results transmitted by e-mail, mail or otherwise by BCI, and for notifying BCI of any inaccuracies within thirty-one (31) days of the date such Results are made available to Customer. Failure to notify BCI of any inaccuracies within such time period will constitute acceptance thereof. Such reporting will be made once under this Agreement. If Customer requests additional copies of Results, or requests that Results be produced in printed form, Customer agrees to pay BCI's then prevailing rates for such requests. Additional charges will be incurred if Results are to be retrieved from archives. Such fees also will apply to Results compelled to be produced in response to first-party or third-party requests, including those of regulatory or law enforcement bodies or judicial rules, orders or subpoenas. BCI provides reports, notices, user manuals and individual training to assist Customer. New customers may attend training on BCI's systems and reporting methods at BCI's headquarters within one hundred eighty (180) days of the Effective Date, at Customer's expense.

4.3. **Improper Use.** Customer agrees that it shall not (i) use information obtained via the Services to build a database for resale or for access by a third party; (ii) cache, store or otherwise reuse information obtained via the Services for external purposes including, but not limited to, resale or for access by a third party; (iii) knowingly provide information obtained via the Services to

a third party in competition with the Services; (iv) disassemble, deconstruct, de-compile, or otherwise reverse engineer the Services, the Access Methods, or any software supplied by BCI; (v) use information obtained via the Services with any technology or in any way to produce a result or functionality of one or more other services that are not Services for external purposes including, but not limited to, resale or for access by a third party; (vi) use the Services with computer generated or random information; (vii) use the Services in any way that may infringe any copyright or other proprietary interests of BCI or its vendors; (viii) interfere or present in any way a material security risk or interruption in the operation of the Services; (ix) use the Services or any information derived therefrom to violate applicable laws or governmental regulations including, without limitation, consumer protection, securities, child pornography or obscenity laws; or (x) use the Services or any information derived therefrom in any way that may violate rights of privacy or publicity of any individual whose personally identifiable data is retrieved.

4.4. Unauthorized Use. Customer agrees to promptly notify BCI of any actual or suspected unauthorized use or access of the Services and provide reasonable assistance to BCI in the investigation and prosecution of any such unauthorized use or disclosure.

4.5. Security. Customer acknowledges and agrees that the Results may contain records that have been inserted solely for data security and auditing purposes.

4.6. Telemarketing. Customer acknowledges that certain states have enacted laws placing restrictions on telemarketing activities, including but not limited to permitting a telephone subscriber to give public notice that he/she does not wish to receive sales solicitation telephone calls. BCI disclaims any warranty, express or implied, that the names and/or telephone numbers of all such subscribers have been identified on or deleted from the information supplied to Customer by the Services.

4.7. No Virus. Customer warrants that the Requests shall be delivered free of any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar element) that could damage, destroy or alter the Services, or that could improperly reveal, damage, destroy, or alter any data or other information accessed through or processed by the Services.

5. PAYMENT

5.1. Fees. Customer will pay to BCI the charges as set forth on the Exhibit B for the Services obtained by Customer ("Fees"). Such Fees will be deducted from amounts due Customer under the Customer Contract; provided, however, that in the event that such amounts are insufficient, or a Customer Contract is not effective, is inactive, or does not exist, BCI will invoice Customer for Fees owed by Customer under this Agreement and

Customer agrees to pay such invoiced Fees within ten (10) days of date of invoice. BCI may elect to invoice Customer monthly or at another interval in BCI's sole discretion. All fees are non-refundable.

5.2. Setup Charges. Customer will pay those Setup Charges set forth in Exhibit B. All setup charges are non-refundable.

5.3. Set-Off. BCI may offset, deduct, withhold, set off, recoup, retain, or otherwise recover, until all obligations of Customer to BCI have been satisfied in full, any and all amounts that may otherwise be due and payable to Customer or any affiliates of Customer under this Agreement from amounts due Customer under any other agreement between BCI or its affiliates and Customer, including but not limited to the Customer Contract.

5.4. Interest. After a period of thirty (30) days from such invoice date, interest on unpaid balances will accrue at the lower of eighteen percent (18%) per annum or the highest legal rate allowed by law.

5.5. Taxes. Any tax or related charge resulting from this Agreement or any activities hereunder, may be billed to Customer as a separate item and shall be paid by Customer, unless a valid exemption certificate is furnished by Customer to BCI. These taxes shall be exclusive of any tax on BCI's income.

6. TERM AND TERMINATION

6.1. Term. The initial term of this Agreement will begin on the Effective Date and will continue in full force and effect for three (3) years unless terminated in accordance with the terms of this Agreement ("Initial Term"). Following the Initial Term, this Agreement will renew automatically for successive periods of one (1) year (each, a "Renewal Term") unless terminated by written notice of non-renewal from either party delivered at least ninety-one (91) days prior to the scheduled expiration date. The Initial Term and Renewal Terms will constitute the "Term."

6.2. Suspension and Termination.

(a) Either party may terminate this Agreement on thirty (30) days (five (5) days for non-payment) notice in the event of a material breach by the other party, provided that such party does not cure the breach within such notice period.

(b) BCI may suspend or terminate any or all of the Services or restrict Customer's use in whole or in part if, in BCI's sole judgment: (i) Customer presents a security risk to BCI or its vendors or could materially interfere with the proper continued provision of any of the Services; (ii) Customer is in breach or default of this Agreement; or (iii) Customer is in breach or default of the Customer Contract or any other agreement between the parties.

(c) Either party may terminate if the other party files, or there is filed against it, any voluntary or involuntary proceeding under the Bankruptcy Code, insolvency laws or any laws relating to relief of debtors, adjustment of indebtedness, reorganizations, compositions or extensions, makes an assignment for the benefit of creditors, dissolves, declares that it is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature or if a receiver, trustee or custodian is appointed over, or an execution, attachment or levy is made upon, all or any material part of the property of such party.

6.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, Customer will immediately pay all unpaid amounts.

6.4. Survival. The provisions of this Agreement and each party's obligations hereunder which by their nature or context are required or intended to survive, including but not limited to Sections 7, 8, 9.2, 10, 11, 12, 13, and 14 hereof, will survive and remain in full force and effect after the expiration or termination of this Agreement.

7. CONFIDENTIAL INFORMATION

7.1. Confidentiality. The parties acknowledge that, as a result of the provision of services pursuant to this Agreement, Confidential Information that may be confidential or proprietary to each party may be disclosed to the other. Each party hereby agrees that it will make no disclosure of Confidential Information of the other party without the prior written consent of the disclosing party, except as necessary in order to perform its obligations under this Agreement. Each party will restrict disclosure of the other party's Confidential Information to its own employees, agents or independent contractors to whom disclosure is reasonably required. Such employees, agents or independent contractors will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of the other party's Confidential Information.

7.2. Return of Information. Upon request, the receiving party will return or destroy the other party's Confidential Information in such party's possession.

7.3. Exceptions. Neither party will have any obligation of confidentiality with respect to Confidential Information that: (i) is publicly available; (ii) was known to the recipient prior to disclosure, as evidenced in writing; (iii) was disclosed to the recipient by a third party without obligation of confidentiality; or (iv) was independently developed by the recipient. If a party receives an order from a court or other governmental body that requires disclosure of Confidential Information, then such party will promptly notify the other party of the order, and cooperate with any efforts by the disclosing party to limit or prevent such required disclosure.

8. INTELLECTUAL PROPERTY. BCI or its vendors will retain all right, title and interest in and to the Services and the Access Methods, and other than as expressly provided herein, Customer will have no right or license in or to the Services or the Access Methods.

9. LIMITED WARRANTIES

9.1. Warranties. BCI will perform the Services in a good and workmanlike manner. In the event of a breach of this warranty, BCI's exclusive obligation, and Customer's sole remedy, will be for BCI to re-perform the Request(s) resulting in the breach. BCI represents and warrants that the Access Methods will substantially conform to their respective specifications. In the event of a breach of this warranty, BCI's exclusive obligation, and Customer's sole remedy, will be for BCI to correct any coding or programming error in the Access Methods resulting in the breach, or providing a plan reasonably acceptable to Customer for correcting such coding or programming error.

9.2. Disclaimer. **OTHER THAN AS SET FORTH IN 9.1, BCI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.** BCI does not warrant the uninterrupted or error-free operation of the Services.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT WILL BCI'S TOTAL AGGREGATE, CUMULATIVE LIABILITY, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE (1) MONTH'S AVERAGE OF BCI'S PROCESSING FEES CHARGED TO CUSTOMER OVER THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED; PROVIDED, HOWEVER, THAT IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.

10.2. UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE, EXEMPLARY OR ADDITIONAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, DATA OR REVENUES.

11. INDEMNIFICATION

11.1. By Customer. Customer will indemnify, defend, and save harmless BCI and BCI's vendors from and against all claims, damages, losses, and costs (including without limitation reasonable attorneys' fees) asserted against BCI or such vendor by third parties arising from or related to (i) Customer's provision of services to End Users; (ii) any Requests submitted by Customer, including without limitation, for false or inaccurate information provided by Customer to BCI, (iii) injuries or death to persons or damage to (or theft of) property caused by Customer; (iv) or any failure of Customer to comply with legal or regulatory requirements.

11.2. By BCI. BCI will indemnify, defend, and save harmless Customer from and against all claims, damages, losses, and costs (including without limitation reasonable attorneys' fees) asserted against Customer by a third party alleging that the Services or Access Methods infringe any U.S. patent, U.S. registered trademark, U.S. registered copyright, or trade secret of such third party.

12. ASSIGNMENT. Neither party will assign any right or obligation under this Agreement without the other party's written consent. Any attempted assignment will be void. BCI may assign this Agreement, in whole or in part, to (i) any affiliate; or (ii) any company into which BCI may merge or consolidate or that acquires substantially all of its assets or stock. All rights, obligations, duties and interests of any party under this Agreement will inure to the benefit of and be binding on all successors in interest and assigns of such party and will survive any acquisition, merger, reorganization or other business combination to which it is a party.

13. DISPUTE RESOLUTION

13.1. This Section 13 governs all disputes, disagreements, claims or controversies between Customer and BCI, including, but not limited to, those arising out of or related to this Agreement, tort claims and claims of violation of statutes ("Disputed Matters"). All Disputed Matters will be submitted to the following dispute resolution process:

(a) Internal Escalation. First, the Disputed Matter will be referred jointly to senior executives of each of the parties. If such executives do not agree upon a resolution within forty-five (45) business days after referral of the matter to them, the complaining party will proceed to mediation as set forth below.

(b) Mediation. The complaining party will, upon written notice and within forty-five (45) business days after the conclusion of the internal escalation procedure, elect to have the Disputed Matter referred to non-binding mediation before a single impartial mediator to be jointly agreed upon by the parties in San Antonio, Texas. The mediation hearing will be attended by executives of both parties possessing authority to resolve the Disputed Matter and will be conducted no more than sixty (60) business days after a party serves a written notice of an intention to mediate. Customer and BCI will share equally all costs of such

mediation. If the Disputed Matter cannot be resolved at mediation, the complaining party will proceed to Arbitration.

(c) Arbitration. In the event that the Disputed Matter has not been resolved through mediation, the complaining party will submit the Disputed Matter to binding arbitration before the American Arbitration Association (the "AAA") pursuant to its Commercial Arbitration Rules. The arbitrator(s) will have the authority to render any award or remedy allowed by law. If the amount in controversy exceeds \$150,000.00, exclusive of attorneys' fees and expenses, interest and costs, the Disputed Matter will be decided by a panel of three (3) neutral arbitrators; otherwise, all disputes will be decided by a single neutral arbitrator. Each arbitrator will be selected from the AAA's Panel of Commercial Arbitrators, and the arbitration hearing will be conducted in San Antonio, Texas. The cost of the arbitration proceeding will be shared equally by the parties, but the prevailing party in any arbitration proceeding will be entitled to recover its reasonable and necessary attorneys' fees, costs and expenses (including in-house legal services) incurred in connection with the arbitration. Provided that Customer continues to timely pay BCI for services rendered under this Agreement and there has been no default by Customer, BCI may continue to provide services during the pendency of any Disputed Matter.

13.2. Confidentiality. The parties agree to maintain the confidentiality of, and not to disclose to a third party, any information, documents or things regarding any arbitral proceeding, or disclosed in the course thereof, except as required by law, regulation, or a bona fide business purpose, and unless required in connection with an action to enforce, nullify, modify, or correct an award.

14. GENERAL

14.1. Notice. Except as otherwise provided in this Agreement, all notices, demands and requests given by any party to the other party will be in writing and be deemed to have been duly given on the date: (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those sent postage prepaid in the United States mail via Certified Mail, Return Receipt Requested; (iii) received from a national overnight delivery service; or (iv) sent by facsimile transmission to the recipient's facsimile machine, provided that the receiving machine delivers confirmation to the sender.

14.2. No Third-Party Beneficiaries. This Agreement will not provide any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right.

14.3. Relationship Of The Parties. In furnishing services to Customer, BCI is acting only as an independent contractor. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. No

provision in this Agreement shall cause or be construed to cause either party to violate any legal or regulatory requirement.

14.4. Governing Law And Venue. This Agreement will be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein, exclusive jurisdiction and venue over any and all matters of dispute arising under or by virtue of this Agreement or between the parties will rest in the state or federal courts located in Bexar County, Texas.

14.5. Entire Agreement. This Agreement, including all exhibits and attachments, each of which is incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof.

14.6. Force Majeure. Except for payment obligations or compliance with applicable rules, regulations and laws, each party will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of such party, including, without limitation, third party nonperformance, failure or malfunction of computer or communications hardware, equipment or software, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

14.7. Amendments; Waivers. No modification, amendment or waiver of any provision of this Agreement, including its incorporated Exhibits, will be effective unless the same will be in writing and signed by or on behalf of the party against whom such modification, amendment, waiver or consent is claimed.

14.8. Severability. The illegality or unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way

affect or impair the legality or enforceability of the remaining provisions of this Agreement or any document or instrument required or referred to hereunder.

14.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document.

14.10. Headings. The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

14.11. Equitable Relief. Customer hereby acknowledges that unauthorized disclosure or use of the Services would cause irreparable harm and significant injury to BCI and/or its vendors that may be difficult to ascertain. Accordingly, Customer acknowledges that in the event of a breach by Customer of its obligations hereunder, BCI and its vendors shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including but not limited to, injunctive relief) to enforce Customer's obligations hereunder and to protect the proprietary rights of BCI and its vendors.

14.12. Export Laws. Customer agrees not to export or re-export the Services without first obtaining BCI's consent and the necessary license or approvals from the appropriate government agency or department which may require such approval. Customer shall obtain and pay for all licenses and approvals required and any related charges, and shall indemnify, defend, and hold harmless BCI and its vendors for any claim brought against BCI or its vendors based upon Customer's export or re-export activity in relation to the Services.

14.13. Authority. Each Party represents that it has full power and authority to enter into and perform this Agreement, has the right to disclose all information and materials made available to the other Party pursuant hereto, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to execute this Agreement.

EXHIBIT A
DESCRIPTION OF SERVICES AND ACCESS METHODS

A. Service Elements

(i) **Historical Data Elements are summarized as follows:**

Element Name	Description
Enhanced Billing	Allows Customer to request information as to whether an ANI has been billed by an enhanced provider (other than Customer) in last 31 days
LocalBKNA	Indicates how recently a billing name and address has been added to BCI's local database
DTCBlocked	Indicates whether or not miscellaneous charges (4250 records) have been blocked by BCI from billing due to end-user credit/adjustment requests
BCIBlocked	Indicates whether or not BCI has blocked billing at the request of an end-user or government agency
UserBlocked	Indicates whether or not BCI has received rejected records due to an end-user request that a LEC blocked the billing of miscellaneous charges (4250 records)
Code50	Indicates whether BCI has a history of Return Code 50 Rejects
ActivityStart	Indicates the first known activity in BCI's system
AreaCodeSplit	Indicates whether an area code split has recently occurred, is upcoming, or is in progress
HighToll	Identifies whether or not BCI has a record of thresholds for dollars billed being exceeded during the current and certain previous billing periods
CSAdjustment	Returns an aging of credits and adjustments given by BCI's customer service center
LECAadjustment	Returns an aging of credits and adjustments given by a LEC as reported to BCI
LECReject	Returns an aging of billed charges that were rejected as unbillable by a LEC as reported to BCI
LECWriteOffs	Returns an aging of billed charges that were written off as uncollectible by a LEC as reported to BCI

(ii) BKNA information is summarized as follows:

Element Name	Description
BKNA	Returns the name and address found by BCI based upon a search of multiple name and address information vendors and BCI's internal databases, utilizing commercially reasonable processes

(iii) Line Level information is summarized as follows:

(a) LIDB Line Level Packages

LIDBBNSEnhanced	Returns line level information about the ANI and whether or not the ANI can be billed by BSG though the local telephone company
LIDBCallingCard	Returns line level information about the ANI and whether or not the ANI can be billed by BSG though the local telephone company
LIDBCollect	Returns line level information about the ANI and whether or not the ANI can be billed by BSG though the local telephone company
LIDBThirdPartyBilling	Returns line level information about the ANI and whether or not the ANI can be billed by BSG though the local telephone company
LineLevelInfo	Returns line level information about the ANI and whether or not the ANI can be billed by BSG though the local telephone company. Includes Reply Code which is useful for determining collect call handling.

(b) LIDB Leastcost Packages

LineLevelInfoLeastCost	Returns line level information about an ANI and whether or not the ANI can be billed by BSG through the local telephone company. LineLevelInfoLeastCost does not return Reply Code information, so this query is not useful in determining collect call handling.
LIDBBNSStandard	Returns line level information about the ANI and whether or not the ANI can be billed by BSG though the local telephone company

(iv) URU information is summarized as follows:

Telephone Number Validation	Allows merchants to request approval from BSG regarding whether a charge can be posted to a particular telephone number. The response indicates whether the customer's phone number is available to accept charges for digital content and/or services purchases.
Customer Authentication	Allows merchants to request authentication only from BSG for a particular telephone number. The response indicates whether the customer's phone number is authenticated using the last four digits of the social security number.

Any term listed in the summaries above or in Exhibit B hereto not defined in this Agreement shall have the meaning set forth in the BC BETI Technical Integration Reference.

B. Access Methods (Specific details regarding the Access Methods are contained in the BC BETI Technical Integration Reference)

Batch: Customer will transfer a data file containing a minimum of one hundred Requests to Customer's account. The data file must be in BCI's required specification. BCI will process the data file and place the Results in a file in Customer's account. Customer may retrieve the Results at its convenience, but the Results will be archived after being available for thirty (30) days.

Application Based: Customer will transfer a single Request by using the HTTP protocol and results will be returned in the same manner.

Interactive: Customer may submit a Request via the BCI website.

**EXHIBIT B
PRICING**

1. Fees. The following chart sets forth the charges for the Services, based on the number of Requests or BKNA Matches per month. Fees shown are per Request for Historical Data Elements and Line Level Elements. BKNA price is based on number of BKNA Matches, as defined below.

Service		Fee
Enhanced Billing Indicator		\$0.02 per Request
Mobile Carrier Lookup		\$0.03 per Request
Historical Data Elements		\$0.06 per Request
BKNA		\$0.10 per BKNA Match
Line Level Elements:	LIDB	\$0.0246 per Request plus LIDB Rate (as defined below) for LIDB line level information
	Least Cost LIDB	\$0.0246 per Request plus Least Cost LIDB Rate (as defined below) for Least Cost LIDB line level information

URU	Telephone Number Validation	\$0.05 Per Request
	Customer Authentication (Using the L4 SSN Authentication)	\$0.20 Per Request

Minimum Monthly Charge (for all Services combined):	\$250.00
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"BKNA Match" is defined as name and address information located pursuant to Billing Concepts' standard procedures for procuring BKNA information from Billing Concepts' vendors or internal databases. If Billing Concepts cannot locate a BKNA Match for a Request, Customer will not be charged a BKNA fee for such Request.

"LIDB Rate" or "Least Cost LIDB Rate" – BCI shall calculate the LIDB Rate or the Least Cost LIDB Rate by comparing the telephone number from a Request to its list of LIDB or Least Cost LIDB information sources. BCI shall determine, in its sole discretion, the most likely LIDB or Least Cost LIDB information source used to process the Request. BCI shall use the published LIDB or Least Cost LIDB tariffed rate or the contracted vendor rate for such information source to calculate the price for LIDB or Least Cost LIDB line level information Requests. Such LIDB Rates and Least Cost LIDB Rates are subject to change without notice.

2. Setup Charge. Waived.

3. Special Programming Task Fees. Customer will pay a time and expense rate for any special programming tasks or requests for additional information. The current hourly rate is \$250.

BCI CONFIDENTIAL AND PROPRIETARY

Page 10 of 10

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") is made and entered into effective this 1st day of April, 2010 ("Effective Date"), by and between **Enhanced Services Billing, Inc.** a Delaware corporation ("Company") and **Network Assurance, Inc.**, a Nevada corporation ("Customer"). Customer and Company, and their affiliates, are sometimes referred to as the "parties", or separately as the "party."

WHEREAS, the parties have entered into a Call Record Processing and Information Management Services Agreement dated November 19, 2007 ("Agreement") Unless otherwise defined in this Amendment, all capitalized or defined terms used herein shall have the meaning given to such terms in the Agreement; and

WHEREAS, the parties desire to amend the Agreement by incorporating the terms and conditions to which the parties have agreed to as set forth below.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Section 3(a) "Submission of EMI Billing Records" of the Agreement is hereby *deleted and replaced with the following:*

(a) **Submission of Records:** Customer will submit Customer's data relating to transactions ("Records") to Company for purchase and submission to the LECs during the Term of this Agreement as defined below. Customer is responsible for providing adequate information for Company to process such Records and to submit them to the LECs. All costs related to submissions will be borne by Customer and Customer will be responsible for providing and installing all hardware and software necessary to access the Service. Records will be submitted by Customer to Company within one (1) Business Day of the day in which a digital content transaction (each a "Transaction") occurred. Each Record associated with a Transaction must be authorized by the End User prior to submission of the Record to Company as further described in Section 4 of this Agreement.

II. Section 1 "Company Record Processing Fees for Enhanced Services Records" of Exhibit C "Pricing" of the Agreement is hereby amended *with the following new section added:*

1(a) Company Record Processing Fees (rate per Record/per month) for validation and authentication:

Description	Transaction Fees	Description
Telephone Number Validation	\$0.05 Per Request	Allows merchants to request approval from Company regarding whether a charge can be posted to a particular telephone number. The response indicates whether the customer's phone number is available to accept charges for digital content and/or services purchases.
Customer Authentication (Using the L4 SSN Authentication)	\$0.15 Per Request	Allows merchants to request authentication only from Company for a particular telephone number. The response indicates whether the customer's phone number is authenticated using the last four digits of the social security number.

ESBI Proprietary and Confidential

AMENDMENT NO. 1

Except as specifically set forth hereinabove, the Agreement is not modified in any manner, and all other terms and conditions of the Agreement will remain in full force and effect during the Term to the extent they do not conflict with this Amendment. As amended and restated herein, the Agreement is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

Enhanced Services Billing, Inc.

Network Assurance, Inc.

By: [Signature]
(signature)

By: [Signature]
(signature)

Name: Greg Carter
(print)

Name: Steven V. Sann
(print)

Title: President

Title: Manager

Date: 03.22.10

Date: 3/17/10

ESBI Proprietary and Confidential

CUSTOMER DATA FORM

New Account	<input type="checkbox"/>	Telephone/Fax	<input type="checkbox"/>	Additional ALID	<input type="checkbox"/>
Address Change	<input type="checkbox"/>	Contract Change	<input type="checkbox"/>	Additional subCIC	<input type="checkbox"/>
Client Relations Change	<input type="checkbox"/>	Renewal	<input type="checkbox"/>	Additional Text Phrase	<input type="checkbox"/>
Name Change	<input type="checkbox"/>	Addendum A.	<input type="checkbox"/>	Special Instructions	<input type="checkbox"/>
Contact Change	<input checked="" type="checkbox"/>	Addendum B.	<input type="checkbox"/>	Assignment and Assumption	<input type="checkbox"/>
Customized OnNet	<input type="checkbox"/>	Vision Track License	<input type="checkbox"/>	Customer 800# on LEC Bill	<input type="checkbox"/>

Date: 02/23/09 Contract Term: 1 year Rate Type: ESBI Product Code: B2P Product Type: ALID(s): E036 subCIC: 444 CCNA: E036 Type of Contract: ESBI Division: Y - ESBI	Sales Rep: Requested By: Roberta Trevino C.R. Rep.: Roberta Trevino Need Customer Service? <input type="checkbox"/> Yes <input type="checkbox"/> No Inquiry Rate: Manual Transfer Rate: Auto Transfer Rate: Record Storage Fee: Vision Track License Rates:
--	--

Company: Network Assurance

Address: _____

City, State, Zip: _____

Main Contact: Steve Sann

Telephone #: (816) **Fax #:** (800)470-0906

Name On Bill: <u>Network Assurance</u>
<small>(Must Be Identical To Name In Certification)</small>

Contract Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
Accounting Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
IT Contact:	Nate Sann	Phone:	(406)	Fax:	(800)470-0906
Fax Confirm Contact:	Nate Sann	Phone:	(406)	Fax:	(800)470-0906
Customer Service Contact:	Greg Lane	Phone:	(406)	Fax:	(800)470-0906
Investigations Auto Fax :		Phone:	() -	Fax:	() -
Regulatory Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
E-Mail Address:	support@mynetworkassuran	800 # :	(888)568-6361	800 :	() -

BBS ALID		Validates	<input type="checkbox"/> Yes <input type="checkbox"/> No	Charge for ALID		Charge for 800#	
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TN Billing Password Provided to:	Date Provided:
----------------------------------	----------------

Customer Accounting Vendor # (TALID):	Sort #:
---------------------------------------	---------

Special Instructions

Revised: 6/10/08

France, Laureen

From: Roberta Trevino
Sent: Thursday, May 07, 2009 9:17 AM
To: Sally Welge
Subject: FW: Network Assurance Verizon Action Plan
Attachments: 20090507110916328.pdf

Categories: Network Assurance

See attached...

-----Original Message-----

From: Roberta Trevino [<mailto:roberta.trevino@bsgclearing.com>]
Sent: Thursday, May 07, 2009 11:09 AM
To: Roberta Trevino
Subject: Network Assurance Verizon Action Plan

This E-mail was sent from "B4159" (Aficio 3228C).

Scan Date: 05.07.2009 11:09:15 (-0500)
Queries to: aficio.3228c@bsgclearing.com

Network Assurance, Inc.
2120 South Reserve Street PMB 349
Missoula, MT 59801
Voice – 702-688-8039 Fax – 888-486-7492

May 6, 2009

Ms. Sally Welge
Director - LEC Relations
BSG Clearing Solutions
7411 John Smith Drive, Suite 200
San Antonio, TX 78229-0442

Re: Action Plan for Verizon

Dear Ms. Welge,

Network Assurance, Inc., considers customer complaints a very serious matter. We strive to minimize customer dissatisfaction with our products. Our aim is to provide products and services of value to our customers. That said, when a customer does contact us, whether through our call center or via email or mail, we respond to all issues related to an inquiry and, when requested, will provide appropriate credits and prompt cancellation of services.

We investigated the complaints received from Verizon March 2009 and can provide valid electronic LOAs for each sale. These documents can be provided to Verizon immediately, in order to reduce the number of complaints charged against Network Assurance.

As one would expect, our sales processes have evolved and we have instituted improvements that help to minimize inquiries and complaints. Since sales began, we have required online customers to provide us with a unique identifier to validate the sale. We currently require the mother's maiden name. This piece of information has proven to be a useful tool when sustaining a questioned sale and strengthens the electronic LOA. We also capture the IP address of the computer used by the customer to sign up for this service. This information is captured in the electronic LOA. As an additional reinforcement tool, we send a welcome email to all new customers explaining the service, charges and cancellation details. The welcome email is sent immediately after the sale is concluded, usually while the customer is still on the browser.

Our customer service department is always very thorough when speaking with our customers. We investigate and respond to all customer queries. We have always maintained a liberal credit and cancellation policy. If a customer calls our call center first, their questions or concerns will generally always be satisfied with cancellation of the service and issuance of credits. In the event their billing account is closed, we issue refund checks. A problem arises when the customer contacts their local carrier and the local carrier agent automatically considers the sale to be "cranming" related. This is an ongoing industry issue that still requires resolution.

We do not bill any accounts without having received an electronic LOA and our automated validation process is designed to screen out invalid email addresses, billing addresses and blatantly false mother's maiden names. Further, we physically have an employee review the electronic submission to try and detect and false submissions and possibly detect any patterns that we might be able to embed in our electronic validations tools.

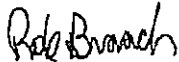
The Internet sales form is always filled out by a consumer. We take appropriate and required steps necessary to try to ensure that the customer filling out the form is the actual billing party or an authorized party. We are all subject to the problems created by the consumer that provides false information.

Network Assurance has already taken the necessary steps to minimize complaints in the Verizon markets. For the month of May we have reduced the number of new sales by 25%. Should it be necessary we will reduce the number of new sales in June a similar or greater amount. This reduction should lead to a notable reduction in future complaints.

I feel optimistic that the changes we have instituted, especially the decisions to strengthen controls and reduce new sales, along with ongoing customer service representative training and call monitoring, will minimize such incidents in all of our markets.

Should you have any questions or desire any further information, please feel free to call me.

Sincerely,



Rob Braach
Contract Regulatory Manager

**Billing & Collections Customer
or SubCIC Application Affidavit**

Sub-CIC Name: Network Assurance Inc.

Sub-CIC Code: 444

Applying for Billing and Collection services from one or more of the following:

Southwestern Bell Telephone, L.P. , d/b/a AT&T Texas, AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas,
Pacific Bell Telephone Company, d/b/a AT&T California
Nevada Bell Telephone Company, d/b/a AT&T Nevada
Illinois Bell Telephone Company, Inc., d/b/a AT&T Illinois
Indiana Bell Telephone Company, Inc., d/b/a AT&T Indiana
Michigan Bell Telephone Company, d/b/a AT&T Michigan
The Ohio Bell Telephone Company, d/b/a AT&T Ohio
Wisconsin Bell, Inc., d/b/a AT&T Wisconsin
The Southern New England Telephone Company, d/b/a AT&T Connecticut
BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee
(Collectively, the "AT&T Telcos")

City: Camano Island

State: WA

AFFIDAVIT

I, Monti Wimmer being of sound mind and of legal age hereby state under sworn oath:

1. I am employed by Network Assurance Inc. (hereafter referred to as 'said company') as President and am an officer of said company. I have personal knowledge of the facts stated herein and I hereby swear that all of said facts and statements contained herein are true and correct.
2. Said company, its employees, and/or agents did not engage in any deceptive marketing practices in connection with the billing of charges being submitted to AT&T Telcos to bill, and certify that:
 - a. none of said company's marketing efforts make or will make reference, directly or indirectly, to AT&T Telcos or any related entity;
 - b. appropriate management level employees of our telemarketing operations have been instructed and will enforce AT&T Telcos' policy against making any misrepresentation, and specifically against making any comment that would lead a third-party to confuse our operations with those of AT&T Telcos;
 - c. end-user customers will be informed that said company charges will appear on their local telephone bill.
3. Specifically, said company, its employees and/or agents did not use any sweepstakes, prize entry forms, contest forms or other inducements to authorize the billing of charges being submitted to AT&T Telcos. Said company, its employees and/or agents specifically do not sign up customers for services and/or products the billed party did not affirmatively authorize and certify that:
 - a. charges are true and correct and accurately reflect proper charges legally owed by the end-user customer, and certify that the services that are being charged were marketed in a manner that complies with all applicable laws, regulations, and rules, and in a manner that would not cause a customer to be confused as to the service they are ordering.
 - b. oral transactions with the end-user customer will be confirmed, recorded, and/or independently verified by

a third party in compliance with all applicable rules about third party verification.

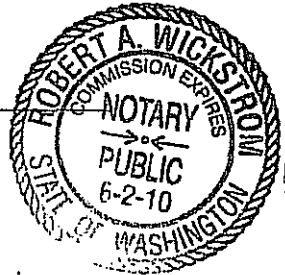
- c. Internet-based transactions with the end-user customer will be electronically recorded and can be retrieved later to reveal the date, time, and Internet address from which the order was placed.
- 4. Said company agrees that the party to be billed can cancel service without being obligated to pay for additional months of service in connection with the charges being submitted to AT&T Telcos to bill.
- 5. I attest that any text phrase message submitted to describe the service does so in a complete and accurate manner and is in fact the service marketed to the party to be billed. I also attest that messages being submitted to AT&T Telcos to bill are the charges that said company described to AT&T Telco as wanting to bill.
- 6. I also attest that the name of the company on the billing record is the same name of the company under which the service is advertised and is the same name of the company identified on the Sub-CIC Information Form and the Sub-CIC Add, Delete, Change Form.
- 7. I further attest that all information requested and provided on the required Sub-CIC Information Form is true and correct and accurately reflects said company.
- 8. I also acknowledge and understand that any determination that the above sworn statement is false or incomplete will result in the immediate suspension of said company's billing charges from AT&T Telcos' billing systems and may at AT&T Telcos' discretion, result in termination of any or all billing waiting to bill or future billing with AT&T Telco.

Signature: *Monte Juarez*

Title: President

Sworn and Subscribed to me this 00 day of October 2007.

Robert A. Wickstrom
Notary Public for the state of: WA



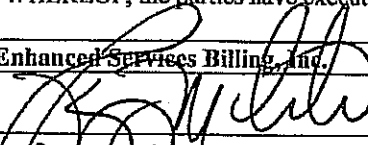
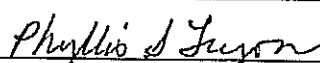
ESBI™

CALL RECORD PROCESSING AND INFORMATION MANAGEMENT SERVICES AGREEMENT

This Call Record Processing and Information Management Services Agreement (the "Agreement") is made the Effective Date written below by **Enhanced Services Billing, Inc.** ("ESBI" or "Company"), a Delaware corporation, whose principal address and telephone number are 7411 John Smith Drive, Suite 1500, San Antonio, Texas 78229-4898, (210) 949-7000, and the "Customer" identified below. This Agreement consists of this cover page, the following terms and conditions, attached exhibits, and addenda, if any. Customer and Company and their respective affiliates are sometimes collectively referred to herein as the "Parties" or separately as a "Party."

"Customer" (name as it exactly appears in Customer's current Articles of Incorporation or equivalent organization documents)	Techmax Solutions, Inc.				
State in which Customer's Articles of Incorporation or organization documents are filed	Nevada				
Contact Name	Phyllis S. Tryon				
Street Address					
City	Great Falls	State	MT	Zip	59401
Telephone	(866) 378-8201		Fax	(509)	
E-mail Address					
Effective Date	Sept. 4, 2008				

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company: Enhanced Services Billing, Inc.	Customer: Techmax Solutions, Inc.
Signature: 	Signature: 
Name (printed): Greg Carter	Name (printed): Phyllis S. Tryon
Title: President	Title: 8/21/08

RECITALS

WHEREAS, Customer is engaged in the business of providing certain communications products and services that it desires to bill and collect through Local Exchange Carriers ("LECs");

WHEREAS, Company has entered into agreements with certain LECs ("LEC Agreements") that allow Company to provide call record processing and information management services for Qualifying EMI Billing Records that are transmitted by Company to such LECs ("Company Services"); and

WHEREAS, Customer desires to obtain such Company Services on the terms and conditions contained herein;

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

As used in this Agreement, certain terms have the meanings set forth in Exhibit "A," unless their context in this Agreement requires otherwise.

SECTION 2. SCOPE OF AGREEMENT.

Customer will purchase from Company and Company will provide the services described in Section 3, subject to the terms and conditions set forth herein, such terms and conditions being subject to the limitations of the LEC Agreements and Coalition Guidelines. Company will be a source for LEC billing and information management services in the United States and Canada for Customer. As Company enters into additional LEC Agreements, Company will provide services to Customer in such LEC areas on the same terms and conditions as contained herein.

SECTION 3. BILLING SERVICES.

(a) Submission of EMI Billing Records: Customer will submit Customer's EMI Billing Records ("Records") to Company for purchase and submission to the LECs at least once per week during the Term of this Agreement as defined below. Records must contain information adequate for Company to process such Records and to submit them to the LECs. In the event Customer cannot satisfy the minimum transmission volumes described in Section 4(g), Customer will submit Records at least once per month. All costs related to submissions will be borne by Customer.

(b) Company's Edits and Screens: Following receipt of Customer's Records, Company will process Customer's Records through Company's edits and screens. Those Records that pass Company's edits and screens will be "Qualifying Records." Company will purchase from Customer those Qualifying Records and will transmit the Qualifying Records for subsequent purchase, billing, and collection by the LECs. Those Records that do not pass Company's edits and screens will be "Company Rejected Records." Company Rejected Records will be returned to Customer, and Company will have no other obligation with respect to Company Rejected Records, except that, subject to the terms and conditions of this Agreement, Customer may

resubmit Company Rejected Records to Company after all deficiencies of such Company Rejected Records are corrected by Customer and, if such Company Rejected Records thereafter pass Company's edits and screens as Qualifying Records, Company will thereupon treat such records as Qualifying Records.

(c) Submission to LECs: After passing Company's edits and screens, Company will transmit Customer's Qualifying Records to the appropriate LECs for billing and collection under the LEC Agreements.

(d) Billing and Collection by LECs: Customer acknowledges that the LECs will be solely responsible for billing End Users in the applicable LEC for Qualifying Records ("Collectable Amounts"). Company will have no billing or collection obligations other than transmission of the Qualifying Records to the LECs. Customer expressly acknowledges and agrees that Company is not a debt collector as such term is used or defined in the Federal Debt Collection Practices Act or the Texas Debt Collection Act, or any other federal, state or local law. Company may use third-party services to perform all or part of the services rendered under this Agreement.

(e) Printing of Customer's Name on End User's LEC Telephone Bill: Company will use reasonable efforts to cause each LEC to print Customer's name, along with the associated Qualifying Records, on each End User's telephone bill billed by the LECs. Customer acknowledges that where the LECs do not provide this service, Customer's name will not appear on the End User's telephone bill. However, in the event that an End User requests Customer's address or telephone number, Company will provide such information to the requesting End User.

(f) Basic End User Inquiry, Investigation and Credit or Adjustment Services ("Customer Service"): Customer acknowledges that Company retains the right to change Company's Procedures for Customer Service contained in Exhibit "F" from time to time, as Company reasonably determines necessary to comply with the Company LEC Agreements, state or federal laws, rules, regulations, Tariffs, or the regulatory environment. Customer agrees that Company has complete discretion to address any inquiries addressed to or through it by End

Users, LECs, or regulatory or law enforcement bodies. Customer agrees to be bound by Company's decisions and to pay any credits, fees, or penalties that may result from Customer's Records.

(g) Reporting: Company will provide only electronic information and reports to Customer and will do so via ARRS. The Company may replace or discontinue the ARRS services and provide a reasonable alternative to ARRS services after notice to Customer. At this time, Company is not providing written reports to Customer.

SECTION 4. CUSTOMER'S OBLIGATIONS.

(a) Cooperation by Customer: Customer will cooperate with Company to the fullest extent under this Agreement. Such cooperation will include, but not be limited to, the following:

(i) supplying Company with Customer's identification codes, any and all certifications of regulatory authorities pertaining to Customer, as well as any other information and documents reasonably necessary or helpful for Company to process Records under this Agreement;

(ii) supplying Company with all technical information and assistance with testing that Company deems reasonably necessary or helpful in providing Company Services to Customer;

(iii) promptly supplying Company with requested information on End Users, including marketing information, reasonably necessary to perform Company Services for Customer, and if such information is requested by judicial rule or a regulatory body, then within one half the time Company has to respond to such request; and

(iv) supplying Company with all information requested by Company as set forth in Exhibit "G."

(b) Applicable Approvals and Compliance with Law: Customer will obtain and keep current all applicable federal, state and local licenses, Tariffs, certifications, and approvals and will fully comply with, and has full responsibility to comply with, all other applicable federal, state and local rules, regulations, laws, and Tariffs. No provision in this Agreement shall cause or be construed to cause either party to violate any legal or regulatory requirement or obligation. Customer certifies that all Records submitted by Customer will comply with the service provider's certifications and Tariffs in the relevant jurisdictions for the Records and with all applicable state, federal and LEC rules, regulations, laws, and Coalition Guidelines. Customer agrees that Company will assume no responsibility for such compliance whatsoever and that Company may suspend or discontinue Company Services, at Company's discretion, without prior notice,

for any Records that Company determines does not comply with applicable rules, regulations, laws, or the Coalition Guidelines. In the event Company suspends Company Services pursuant to the preceding sentence, Company may reinstate Company Services after Customer fully complies with all applicable rules, regulations, laws, or the Coalition Guidelines within the time frame established by Company for such compliance. Customer acknowledges that certain LEC billing systems contain edits and screens ("Blocks") that prevent Customer's Records from being billed to Customer's End Users until Company can demonstrate to such LECs that Customer has the proper authority to provide services to Customer's End Users. Customer further acknowledges that in such instances, those LECs control the removal of such Blocks, and Company will not be responsible for submitting Records to those LECs prior to the removal of such Blocks.

(c) Authorized Charges: Where applicable, Customer will submit Records to Company only for services that have been properly authorized by End Users, as described in Exhibit "G." Customer agrees to cancel services for End Users that request cancellation. Customer agrees to timely provide Company with a valid 391001 record, containing authorization information, for each Record submitted.

(d) Validation: Customer will validate all collect, third party, and LEC calling card billed Records using LIDBs (Line Information Data Bases) or another alternative validation method that complies with applicable rules, regulations, and laws and is acceptable to the LECs and Company. If Company determines that Customer has not properly validated such Records, then Company will have the right to reject such Records. Customer will remain wholly and individually liable to Company or any third party for un-validated or improperly validated Records.

(e) Completed Calls: Customer warrants that Customer is in compliance with the FCC's order to determine call connection using hardware or software "answer detection." Customer further agrees that Customer will submit to Company only those Records for calls that represent valid, completed calls as defined in Exhibit "D."

(f) Aged Records: Customer will not submit Records to Company that are more than one hundred twenty (120) days old or that exceed "age of toll" limitations established by an applicable LEC, whichever is less.

(g) Minimum Transmission Volumes: Customer will not submit to Company less than Five Hundred Dollars (\$500) in Company Processing Fees per Library Code in any single transmission.

(h) Review of Reporting: Customer will be responsible for reviewing all reports and notices generated by ARRS, ARRS user manuals, and other information posted to any bulletin board or internet service maintained by Company, transmitted by e-mail,

COMPANY CONFIDENTIAL AND PROPRIETARY

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mail or otherwise and made available to Customer by Company, and for notifying Company of any inaccuracies in such reports and notices within ninety-one (91) days of the date such information is made available to Customer. Failure to notify Company of any inaccuracies within such time period will constitute acceptance thereof. If Customer requests additional copies of electronic reports, or requests that electronic reports be produced in printed form, Customer agrees to pay Company's then prevailing rates for such additional or printed reports. Additional time and cost charges will be incurred if information has to be retrieved by Company from archives. Such time and cost charges also will apply to material produced in response to a request by regulatory or law enforcement bodies or pursuant to judicial rules, orders or subpoenas. Company provides reports, notices, user manuals and individual training to assist Customer's performance under this Agreement. New customers should attend training on Company's systems and reporting methods at Company's headquarters within one hundred eighty (180) days of the Effective Date.

(i) Objectionable Content: Customer agrees, as a condition of Company's performance under this Agreement, that Customer will not submit Records for processing under this Agreement that arise from or are related to products or services pertaining to matters that are harmful, damaging or against public policy, including, but not limited to, products or services that:

(i) explicitly or implicitly refer to sexual conduct;

(ii) contain indecent, obscene or profane language;

(iii) allude to bigotry, racism, sexism or other forms of discrimination;

(iv) are of a violent nature;

(v) through advertising, content or delivery, are deceptive, or may take unfair advantage of minors, the elderly or the general public;

(vi) are publicly accessible, multi-party connections commonly known as "gab" or "chat" services;

(vii) are offered by Customer or its agents using box, sweepstakes or contest-type entry forms;

(viii) are offered by Customer or its agents using negative option sales offers;

(ix) are 800 pay-per-call services;

(x) are collect callback services;

(xi) are phantom billing (i.e., charging for calls never made or services never provided);

(xii) have not been properly authorized by End Users, or that Company determines, in its sole discretion, have had excessive Customer Service or adjustments associated with such services;

(xiii) are prohibited by federal, state or local rules, regulations and laws, Tariffs or the Coalition Guidelines;

(xiv) individual LECs exclude from the types of services or products for which their policies permit them to bill and collect or that, in Company's determination will or could jeopardize Company's LEC Agreements;

(xv) are, in Company's determination, deceptive or anti-consumer; or

(xvi) have been purchased by, transferred to or shared with Customer or Customer's affiliates, any portion of which such Records, call records, billing records, accounts receivable or customer base(s) have been previously refused, suspended or terminated by any LEC or billing aggregator for any reason, regardless of whether the refusal, suspension or termination was in the name of the entity currently billing the Records, call records, billing records, accounts receivable or customer base(s) or in the name of any other person or entity.

Notwithstanding any other provision of this Section, the parties acknowledge that Company has no reasonable means of determining the validity of or authorization for Records sent to Company for processing under this Agreement, and that Company therefore strictly relies upon Customer to forward only valid and authorized Records that can be, if necessary, substantiated in a court of law or to a regulatory body. Customer warrants and represents, when submitting Records to Company, that such Records are true and correct and accurately reflect proper charges legally owed by Customer's End User to Customer. In the event Customer violates this Section 4, Company reserves the right to immediately cease Company's Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, Company may, in its sole discretion, notify any federal, state or local regulatory or law enforcement entity or LECs in the event of any suspension or discontinuance of Company's Services under this Agreement.

(j) No Other Billing Arrangement:

Customer warrants that the Records submitted at least once per week or monthly by Customer to Company pursuant to this Agreement are owned by Customer and are not subject to any Claims, are not and will not be subject to any other billing and collection agreement, have not been billed previously by any method and will not be billed by Customer or another party following their submission by Customer to Company. Notwithstanding the above, Customer may bill Company Rejected Records or LEC Rejected Records after the deficiency has been corrected. With the exception of Records subject to LEC Adjustments, Customer may not initiate secondary collection efforts for any Records that have billed to Customer's End Users by the LECs.

ESBI

ADDENDUM "B" - CUSTOMER TO PROVIDE END USER CUSTOMER SERVICE

THIS ADDENDUM "B" (the "Addendum") is made this 4th day of September 2008 (the "Effective Date") by Techmax Solutions, Inc. ("Customer"), a Nevada corporation, and Enhanced Services Billing, Inc., ("ESBI" or "Company"), a Delaware corporation. Customer and Company, and their respective affiliates are sometimes referred to as the "parties."

RECITALS

WHEREAS, on or before the date hereof, Customer and Company entered into a certain Call Record Processing and Information Management Services Agreement (the "Customer Contract"), pursuant to which Company is obligated to provide, among other things and subject to certain conditions, processing services for the submission of certain of Customer's Qualified EMI Billing Records to certain LECs for billing through Company's LEC Agreements. Unless otherwise defined in this Addendum, all defined terms used herein shall have the meaning given to such terms in the Customer Contract;

WHEREAS, Customer desires to handle its own Customer Service inquiries for its Records under the Customer Contract;

WHEREAS, Customer and Company acknowledge that certain, but not all, of Company's LEC Agreements provide for Company to handle Customer Service;

WHEREAS, Customer certifies, represents and warrants that by executing this Addendum it has the technical capabilities and the required systems and procedures to perform its own Customer Service in compliance with the requirements imposed upon Company in its LEC Agreements; and

WHEREAS, Customer and Company acknowledge and agree to modify the terms of the Customer Contract in accordance with the terms and provisions set forth herein to the extent inconsistent herewith.

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. **Modification of Customer Contract.** The Customer Contract is hereby modified as set forth in this Addendum. This Addendum is incorporated into and made a part of the Customer Contract, the terms and conditions of which, unless expressly modified by this Addendum, continue unchanged and in full force and effect. This Addendum may be modified by Company upon thirty (30) days' written notice to Customer. To the extent that any terms or provisions of this Addendum are or may be deemed expressly inconsistent with any terms or conditions of the Customer Contract, the terms of this Addendum shall control. A default under this Addendum shall constitute a default under the Customer Contract. Similarly, a default under the Customer Contract shall constitute a default under this Addendum.

2. **Agreement to Establish a Customer Service Department.** Customer agrees to establish and maintain a Customer Service Department that has a sufficient number of adequately trained personnel, computer systems, equipment and procedures to: (a) answer all End User calls by a live representative within thirty (30) seconds during Company's hours of operation for Customer Service in a professional and courteous manner; (b) provide on-line, real-time access to all Records submitted to the LECs for billing and collection; (c) conform to new and expanded systems, procedures, and policies as may be required from time to time by Company, the LECs or federal, state and local regulatory authorities; (d) maintain adequate telephone equipment and computer systems to handle all incoming call volumes; and (e) process Customer Service refunds and adjustments within forty-eight (48) hours of receiving the initial call from the End User by creating an electronic credit EMI Record for those LECs where Company can process electronic credit

records. In the event an electronic credit record cannot be accepted or processed by the LEC, Customer must complete a customer service IC/EC Credit Memo. Company will not accept other forms requesting Customer Service refunds. Company will not issue credits for charges not billed by Company.

3. **Customer Service Call Transfer from Company.** When Company receives a telephone call on its inbound "800" Customer Service number, it will determine that the End User has a question regarding a billing performed on behalf of Customer by Company. Customer will provide a unique toll-free number that is exclusive to this Customer Contract to be used for transfers to Customer. If the End User has a question regarding a billing of Customer, Company will transfer the End User via such toll-free number to the Customer's Customer Service Department for resolution of the End User's inquiry.

4. **Company Fees and Charges for Customer Service.** Company will charge Customer a Record-Storage Fee of \$.005 per Record processed on behalf of Customer per month. In addition, in the event Company transfers a call to Customer, Customer will be charged \$.65 per each transfer. Should Company handle the Customer Service on behalf of Customer, Company will charge an additional Three Dollars and Fifty Cents (\$3.50) per Customer Service inquiry performed by Company ("Basic Customer Service Fee"). Such charges shall be added to the Company Processing Fees and deducted monthly from amounts due Customer under the Customer Contract. In the event that Customer elects to use Company's VisionTrack customer service software, Customer will be charged the following: (i) a one-time non-refundable Initial

COMPANY CONFIDENTIAL AND PROPRIETARY

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ESBI

Set-up Fee of \$500; (ii) ten cents (\$0.10) per either Customer Service sustained or per Customer Service electronic credit that is processed via VisionTrack and downloaded to ARRS (the "VisionTrack CS Fee"); (iii) the Basic Customer Service Fee specified above for each manual check or manual IC/EC memorandum that is issued by Customer via VisionTrack and processed by Company; and (iv) the applicable monthly recurring License Fee corresponding to the Access Method selected below ("License Fee.") Company will charge Customer an initial, one-time implementation fee of \$200 to set up Customer's toll-free number for transfers. Account Level Identification numbers or toll-free numbers added after the initial set-up will each be assessed a \$100 set-up fee. In the event a change is made to an existing toll-free transfer number, Company will charge Customer a fee of \$50 per each such change. All fees specified in this Section 4 will be deducted monthly from amounts due Customer under the Customer Contract.

If applicable, please choose the desired Access Method for the licensed use of the VisionTrack Software by selecting one of the appropriate boxes:

Access Method	License Fee (monthly recurring; includes unlimited log-ins)
Full Access	\$1500.00
View Only (with Notes)	\$1000.00
View Only	\$500.00

5. **LEC Charges, Fees and Penalties.** Customer understands that each LEC has its own policies regarding assessment of credits, fees, penalties and adjustments for Customer Service, and Customer agrees to be bound by such policies and charges. Customer understands that some LECs may charge for each violation of their policies.

6. **Submission of Customer Service Guidelines.** Customer agrees to provide all Customer Service policies, procedures and credit guidelines to Company contemporaneously, if not already on file with Company, with the execution of this Addendum "B" and to notify Company of any updates in such guidelines before such change occurs. Approval of such guidelines shall be at the discretion of Company. Guidelines and approval of such are subject to change at the discretion of Company.

7. **Initial Training.** Customer agrees to attend Customer Service training at Company's corporate headquarters unless Customer has previously attended satisfactory training, as determined by Company. Customer agrees that Company will handle Customer Service for the first thirty (30) days after Customer initiates services through Company. This thirty (30) day period may be extended at the sole discretion of Company.

8. **Express Mail Delivery.** Customer may agree to provide an express mail delivery number to Company for use in processing initial recourses, regulatory matters or other information. In the event this express mail delivery

number is not provided, the above information will be sent via regular mail.

9. **Customer Service Investigation.** Company reserves the right to monitor or handle individual calls from time to time on an as-needed basis as determined by Company in its sole discretion. Company also reserves the right to investigate any accounts that are reflected on Company's high toll report.

10. **Termination of this Addendum.** Company has the right to suspend or terminate this Addendum without notice at any time and resume providing Customer Service under the terms and conditions contained in the Customer Contract should it, in its sole discretion, determine that Customer is not performing the Customer Service in compliance with the LEC's or Company's requirements, as may be modified from time to time. At Company's discretion, its termination of this Addendum may terminate the Customer Contract. In the event Company does not elect to terminate this Addendum as provided for herein, this Addendum shall terminate simultaneously upon the termination of the Customer Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

CUSTOMER: Techmax Solutions, Inc.

By: Phyllis S Tryon
(signature)

Name: Phyllis S Tryon
(print)

Title: President

Date: 8/21/08

COMPANY: Enhanced Services Billing, Inc.

By: [Signature]
(signature)

Name: Cheryl Carter
(print)

Title: President

Date: Sept. 4, 2008

**SUB-CIC INFORMATION FORM
FOR BILLING WITH:
(select all that apply)**

- Southwestern Bell Telephone Company, d/b/a AT&T Texas, AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas:**
- Pacific Bell Telephone Company, d/b/a AT&T California:**
- Nevada Bell Telephone Company, d/b/a AT&T Nevada:**
- Illinois Bell Telephone Company, d/b/a AT&T Illinois:**
- Indiana Bell Telephone Company, Inc., d/b/a AT&T Indiana:**
- Michigan Bell Telephone Company, d/b/a AT&T Michigan:**
- The Ohio Bell Telephone Company, d/b/a AT&T Ohio:**
- Wisconsin Bell, Inc., d/b/a AT&T Wisconsin:**
- The Southern New England Telephone Company, d/b/a AT&T Connecticut:**
- BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee**
(Collectively, the "AT&T Telcos")

(Denote with an "X" or "State Abbreviation" on which Region(s) this form is being completed.)

Please fill this information form out completely. No incomplete form will be considered. The provision of inaccurate information may result in revocation of the AT&T Telcos' acceptance of charges from the billing aggregator without notice.

1. Billing Aggregator/B&C Customer's Name: ESBI
Billing Aggregator/B&C Customer's CIC: 078

2. Sub-CIC's Name: Voice Mail Professionals, Inc
Sub-CIC's Number: 879

3. Sub-CIC's Company Address: 889 S. Rainbow Blvd, Suite 619
City, State, ZIP Code: Las Vegas NV 89145
Sub-CIC's Primary Telephone Number: 866-403-4410

4. Sub-CIC's State of Incorporation: Nevada
Sub-CIC's Date of Incorporation: 5-18-06
Sub-CIC's State Charter Number: _____
(Attach copy of Sub-CIC's Articles of Incorporation)
Sub-CIC's Federal Tax ID: _____

5. List the names of all current and former Officers of Sub-CIC at any time during the past 7 years (Attach additional sheets as needed)
President Terry Lane
Vice President _____
Chief Financial Officer _____
Secretary/Treasurer _____

Directors _____
 Principals _____
 Owners _____
 Partners _____

6. List the names of any and all current and former affiliates and subsidiaries of Sub-CIC, including all other company or marketing names currently and formerly employed by those affiliates and subsidiaries, as well as all other company or marketing names currently and formerly employed by this Sub-CIC. Include the names of any and all business enterprises, corporations, joint ventures or partnerships with whom any of the individuals who currently serve or have served as Officers, Directors, Principals, Owners or Partners of Sub-CIC are now or have ever been associated, and that have either generated or submitted charges to be billed on any AT&T Telcos bill.

N/A

7. a. Is the Sub-CIC currently either generating or submitting billing for inclusion on the bill to end user customers of any AT&T Telcos under a billing and collections contract?

NO

(If yes, list applicable AT&T Telcos)

7. b. Is the Sub-CIC currently either generating or submitting billing for inclusion on the bill to end user customers of any AT&T Telcos under a different Clearinghouse/Aggregator?

YES

(If yes, list Clearinghouse/Aggregator and which AT&T Telcos are applicable).

All AT&T Telcos through ILD Telecommunications Subcic# 1021

8. Have any AT&T Telco, LEC, or Clearinghouse/Aggregator ever terminated, modified, or suspended, billing for this company?

NO

Name	Reason	Date(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. a) Have complaints been lodged against the Sub-CIC and/or any Officers, Directors, et al, together with any fines, penalties, or other sanctions announced or ordered (whether final, appealable, or otherwise) in the last two (2) years? This includes complaints lodged by agencies including, but not limited to the following, any and all state regulatory commissions, attorneys general, Federal Trade Commission, and/or Federal Communications Commission.

NO

If yes, list complaints and indicate whether or not the status of the complaint is final or appealable.

9. b) Has the company ever been involved in lawsuits, federal/state, civil or criminal, investigations related to the billing or provisioning of telecommunications- and/or information-related services in the past two (2) years?

NO

If yes, please attach a copy of each such suit, petition or investigation. In addition, provide a list of all lawsuits and federal and/or state civil or criminal suits or investigation currently anticipated to be filed or announced within the next twelve (12) months that may involve either your company or any of your officers, directors, partners or owners, in their current capacity or otherwise.

10. List your percentage of adjustments by a) billed revenue (dollars adjusted divided by total billed revenue) and b) bills rendered (number adjustments divided by total bills rendered) in the last six (6) months.

NO

% of Adjustments by
Billed Revenue

% of Adjustments by
Bills Rendered

11. Type of Business (check all that apply):

IXC Reseller OSP COCOT 900 (Pay per Call)

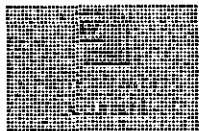
Cellular Inmate

Other - Explain: Enhanced Service Provider

Type of products/services to be billed (If 900, describe service in detail – Preamble must be submitted in writing, per marketing material requirements):

Enhanced Voicemail and Electronic Fax Services

Preamble Form:



12. Estimated volume of bills rendered on a monthly basis:
Southeast Region (AL, FL, GA, KY, LA, MS, NC, SC, TN):
5,000

All other regions (AR, CA, CT, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI):
15,000

13. Inquiry Company Name: ESBI
Address: 7411 John Smith Drive Suite 1500
City, State, ZIP Code: San Antonio TX 78229
Telephone Number: 800-460-0078
Hours of Operation: 7-7 CST

14. Describe the inquiry procedures concerning customer satisfaction and adjustments:
Customers may cancel service at any time and request adjustments by contacting customer service.

15. Name, Address and Telephone Number of company providing independent third party sales verification for products and services (if applicable):

Name: _____
Address: _____
City, State, ZIP Code: _____
Telephone Number: _____

Relationship of Sub-CIC to sales verification company:

16. Mark with an "X" the states in which the Sub-CIC is operating and requesting billing services:

<input checked="" type="checkbox"/> AL	<input checked="" type="checkbox"/> AR	<input checked="" type="checkbox"/> CA	<input checked="" type="checkbox"/> CT	<input checked="" type="checkbox"/> FL
<input checked="" type="checkbox"/> GA	<input checked="" type="checkbox"/> IL	<input checked="" type="checkbox"/> IN	<input checked="" type="checkbox"/> KS	<input checked="" type="checkbox"/> KY
<input checked="" type="checkbox"/> LA	<input checked="" type="checkbox"/> MI	<input checked="" type="checkbox"/> MO	<input checked="" type="checkbox"/> MS	<input checked="" type="checkbox"/> NC
<input checked="" type="checkbox"/> NV	<input checked="" type="checkbox"/> OH	<input checked="" type="checkbox"/> OK	<input checked="" type="checkbox"/> SC	<input checked="" type="checkbox"/> TN
<input checked="" type="checkbox"/> TX	<input checked="" type="checkbox"/> WI			

Note: Separate Sub-Entity Change/Request Form should be attached for each AT&T Telcos.

Provide proof of Public Utility/Service Commission certification/registration (as required) for each state indicated above in which billing will be submitted.

17. Provide proof of registration with the Secretary of State's office, and any DBA (Doing Business As) or Fictitious Business Name Statement(s) registered and filed within applicable jurisdictions e.g., county, state for person(s) is (are) doing business as (dba) for the states in which your company plans to submit billing.


The AT&T Telcos reserve the right to verify the information provided on this Form and to seek additional information when such may be warranted. Sub-CIC Company understands that the AT&T Telcos have no obligation to make such verification prior to acceptance of this Sub-CIC application form and that such acceptance does not constitute either verification of the accuracy of the information provided or grounds for detrimental reliance if such acceptance is later withdrawn. Sub-CIC Company understands this form does not constitute a contract or obligation, of any sort, on the part of the AT&T Telcos to bill the Sub-CIC's charges, that the only billing and collection contract had with the AT&T Telcos is by the billing aggregator, and that the AT&T Telcos retain the right to refuse to commence or suspend acceptance for the billing aggregator, at any time and without prior notice, for any reason and no reason, of billing generated by or on behalf of Sub-CIC Company, as a result of complaints received, concerns raised by the information contained herein, or if the information provided herein by Sub-CIC Company is either inaccurate, misleading, incomplete, or false, when submitted, or becomes inaccurate, misleading, incomplete or false at some future date and is not supplemented, in a timely fashion, by Sub-CIC Company, so as to make it full, complete, accurate and not misleading. Sub-CIC Company also acknowledges that the AT&T Telcos reserve the right to contact customers billed by Sub-CIC Company to verify that the customer did authorize charges submitted to the AT&T Telcos for billing.

Sub-CIC company will include a disclaimer in information imparted to end users which will be similar to those below and will contain all information noted, with respect to the states noted.

"You have the right to dispute the (company name) charges billed on your local telephone bill. You are not legally responsible for (company name) charges incurred by minors or vulnerable adults without your consent. Your local telephone service will not be disconnected because you fail to pay a charge by (company name), except that nonpayment of certain regulated telecommunications charges may result in disconnection of service in Alabama, Florida, Georgia, Kentucky, Louisiana, South Carolina and Tennessee."

In the event a free trial is offered for any period of time before the commencement of billing on the Telco bill, the Disclaimer Statement must also advise that the AT&T Telco end user will be contacted prior to the commencement of that billing to ensure the Telco end user is willing to accept the charges for that product for which the free trial was offered and accepted.

The applicable Disclaimer Statement above will be presented in the TPV if sale was via Telemarketing, on the Ordering Page if the sale was received via a web link (on-line) and will also be contained in the Confirmation Letter and/or Email to the end user.

Company Signature: 
Name: Terry Lane
Title: President
Date: 4/23/2008

A new Information Form must be completed and submitted when any changes to the information provided within takes place.

BILLING & COLLECTION SUBCIC RELEASE OF INFORMATION AND RECORDS AUTHORIZATION

TO WHOM IT MAY CONCERN:

As an authorized representative of Voice Mail Professionals, Inc. (hereinafter referred to as "Requesting Party"), I hereby request and authorize Southwestern Bell Telephone Company, d/b/a AT&T Texas, AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas; Pacific Bell Telephone Company d/b/a AT&T California, Nevada Bell Telephone Company d/b/a AT&T Nevada, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, The Southern New England Telephone Company d/b/a AT&T Connecticut, and/or BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (hereinafter collectively referred to as the AT&T Telcos) which either is currently or is considering processing, for a billing clearinghouse with which any said AT&T Telco has a billing and collection contract, charges generated by the Requesting Party, to request, obtain and consider any and all available information, from whatever source, concerning or related to complaints lodged by end users against the Requesting Party, as well as all available information concerning governmental and/or regulatory investigations, fines or civil lawsuits filed by any person or entity in which either the accuracy or authority for the Requesting Party's charges is an issue. The Requesting Party further requests and authorizes all of its current and all of its former billing clearinghouses to disclose, whenever requested to do so by any entity presenting the billing clearinghouse with either the original or a legible copy of this Release, any and all information and documents the billing clearinghouse may have concerning complaints lodged against the Requesting Party, including, but not limited to, cramming and/or slamming complaint data/information had by any billing clearinghouse and/or attributed by the billing clearinghouse to Requesting Party. Further, the Requesting Party expressly acknowledges that while this Release provides such authority, the AT&T Telcos are not obligated either to conduct any investigation or a thorough investigation of the Requesting Party's complaint record; that approval of the Requesting Party's subCIC application form does not evidence a finding that Requesting Party's complaint record is acceptable; and that the AT&T Telcos reserve the right, pursuant to the terms of their billing and collection agreements with the billing aggregators at issue, to suspend their acceptance of any charges which, in the sole opinion of the AT&T Telcos, may result in complaints to the business offices of the AT&T Telcos.

A photostatic copy of this authorization shall be considered as effective and valid as the original. With this request and authorization, Requesting Party hereby releases all of its present and former billing clearinghouses, all of the aforesaid AT&T Telcos and their affiliates, parents, subsidiaries, representatives, attorneys, agents, and employees from any and all claims, demands, rights, obligations, liabilities, actions, causes of action, damages, costs, losses, expenses, attorneys' fees, and compensation of any nature whatsoever, now existing or that may arise hereafter, which are related to the receipt, consideration and disclosure of information or documents related in any manner to complaints concerning the Requesting Party. Requesting Party acknowledges that its present and former billing clearinghouses and/or the AT&T Telcos will release information and documents in their possession, and Requesting Party intends for this release to include the disclosure of all such information and documents, including information or documents in the billing clearinghouses' or AT&T Telcos' possession which may be disputed or which may contain inaccuracies. This request and authorization shall be governed by Texas state law, and any dispute arising from this request and authorization shall be brought in the state courts of Dallas, Texas. I, the undersigned, have read this release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

April 21, 2008
Date

Voice Mail Professionals, Inc
Name of Company

[Signature]
Signature of Authorized Representative of SubCIC Applicant

President
Title

Sworn and Subscribed to me this 23rd day of April, 2008.

[Signature]
Notary Public for the state of: MT



ROBIN HOLCOMB
NOTARY PUBLIC-MONTANA
Residing at Stevensville, Montana
My Comm. Expires April 25, 2010

**Billing & Collections Customer
or SubCIC Application Affidavit**

Sub-CIC Name: Voice Mail Professionals, Inc

Sub-CIC Code: 879 ^{SN}

Applying for Billing and Collection services from one or more of the following:

Southwestern Bell Telephone Company, d/b/a AT&T Texas, AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas,
Pacific Bell Telephone Company, d/b/a AT&T California
Nevada Bell Telephone Company, d/b/a AT&T Nevada
Illinois Bell Telephone Company, Inc., d/b/a AT&T Illinois
Indiana Bell Telephone Company, Inc., d/b/a AT&T Indiana
Michigan Bell Telephone Company, d/b/a AT&T Michigan
The Ohio Bell Telephone Company, d/b/a AT&T Ohio
Wisconsin Bell, Inc., d/b/a AT&T Wisconsin
The Southern New England Telephone Company, d/b/a AT&T Connecticut
BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee
(Collectively, the "AT&T Telcos")

City: Las Vegas

State: NV

AFFIDAVIT

I, Terry Lane being of sound mind and of legal age hereby state under sworn oath:

1. I am employed by Voice Mail Professionals, Inc (hereafter referred to as 'Service Provider') as President and am an officer of Service Provider. I have personal knowledge of the facts stated herein and I hereby swear that all of said facts and statements contained herein are true and correct.
2. Service Provider, its employees, and/or agents did not engage in any deceptive marketing practices in connection with the billing of charges being submitted to AT&T Telcos to bill, and certify that:
 - a. none of Service Provider's marketing efforts make or will make reference, directly or indirectly, to AT&T Telcos or any related entity;
 - b. appropriate management level employees of our telemarketing operations have been instructed and will enforce AT&T Telcos' policy against making any misrepresentation, and specifically against making any comment that would lead a third-party to confuse our operations with those of AT&T Telcos;
 - c. end-user customers will be informed that Service Provider charges will appear on their local telephone bill.
3. Specifically, Service Provider, its employees and/or agents did not use any sweepstakes, prize entry forms, contest forms or other inducements to authorize the billing of charges being submitted to AT&T Telcos. Service Provider, its employees and/or agents specifically do not sign up customers for services and/or products the billed party did not affirmatively authorize and certify that:
 - a. charges are true and correct and accurately reflect proper charges legally owed by the end-user customer, and certify that the services that are being charged were marketed in a manner that complies with all applicable laws, regulations, and rules, and in a manner that would not cause a customer to be confused as to the service they are ordering.
 - b. oral transactions with the end-user customer will be confirmed, recorded, and/or independently verified by

a third party in compliance with all applicable rules about third party verification.

- c. Internet-based transactions with the end-user customer will be electronically recorded and can be retrieved later to reveal the date, time, and Internet address from which the order was placed.
 - d. In the event the marketing includes an offering of free service for any period of time before the commencement of billing on the Telco bill, the marketing and Disclaimer Statement must also include a statement advising the AT&T Telco end user will be contacted prior to the commencement of that billing to ensure the Telco end user is willing to accept the charges for that product for which the free service was offered and accepted.
4. Service Provider agrees that the party to be billed can cancel service without being obligated to pay for additional months of service in connection with the charges being submitted to AT&T Telcos to bill.
 5. I attest that any text phrase message submitted to describe the service does so in a complete and accurate manner and is in fact the service marketed to the party to be billed. I also attest that messages being submitted to AT&T Telcos to bill are the charges that Service Provider described to AT&T Telco as wanting to bill.
 6. I also attest that the name of the company on the billing record is the same name of the company under which the service is advertised and is the same name of the company identified on the Sub-CIC Information Form and the Sub-CIC Add, Delete, Change Form.
 7. I further attest that all information requested and provided on the required Sub-CIC Information Form is true and correct and accurately reflects Service Provider.
 8. I also acknowledge and understand that any determination that the above sworn statement is false or incomplete will result in the immediate suspension of Service Provider's billing charges from AT&T Telcos' billing systems and may at AT&T Telcos' discretion, result in termination of any or all billing waiting to bill or future billing with AT&T Telco.

Signature: _____

Title: President

Sworn and Subscribed to me this 2nd day of April 2008.

Rob Holcomb
Notary Public for the state of MT



ROBIN HOLCOMB
NOTARY PUBLIC-MONTANA
Residing at Sweetwater, Montana
My Comm. Expires April 26, 2010



**BILLING ESSENTIAL TRANSACTION INFORMATION
SERVICES AGREEMENT**

This Billing Essential Transaction Information Services Agreement (the "*Agreement*") is made the Effective Date listed below by Billing Concepts, Inc. ("BCI"), a Delaware corporation, whose principal address and telephone number are 7411 John Smith Drive, Suite 200, San Antonio, Texas 78229-4898, (210) 949-7000, and the "Customer" identified below. This Agreement consists of this cover page and the attached terms and conditions and exhibits. Customer and BCI are sometimes collectively referred to herein as the "parties", or separately as a "party."

"Customer" (name as it exactly appears in Customer's current Articles of Incorporation or equivalent organization documents)	Voice Mail Services, Ltd.				
State in which Customer's Articles of Incorporation or organization documents are filed	Montana				
Contact Name	Steve Sann				
Street Address	1001 Broadway St. PMB #207				
City	Missoula	State	Montana	Zip	59802
Telephone	816-	Fax	775-		
E-mail Address	steve@americamedia.com				
Effective Date	JAN 10 2006				

Please choose the desired Access Method(s) for the Services by selecting the appropriate box(es):

Services	Access Methods		
	Batch	Application Based	Interactive
Historical Data Elements, BKNA, and Line Level Information	X		X

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Billing Concepts, Inc. Signature:	Customer: Voice Mail Services, Ltd. Signature:
Name (printed): Greg M. Carter	Name (printed): Steven V. Sann
Title: VP & COO	Title: President

BCI CONFIDENTIAL AND PROPRIETARY

B00094

TERMS AND CONDITIONS

1. **DEFINITIONS.** The following terms will have the following meanings:

1.1. **"Confidential Information"** means information marked or designated by either party as confidential that is disclosed by one party to the other party, whether or not in written form.

1.2. **"Customer Contract"** means that certain call record processing or billing and information management services agreement entered into by and between the parties on or before the date hereof pursuant to which BCI is obligated to provide, among other things and subject to certain conditions, processing services for the submission of Customer's Qualifying Records to certain LECs for billing by the LECs.

1.3. **"End User"** means any person or entity that purchases, acquires, subscribes to or uses Customer's products or services.

1.4. **"LEC"** means local exchange carrier.

1.5. **"LIDB"** means Line Information Database.

2. **SCOPE OF AGREEMENT**

2.1. **Services.** Subject to the terms and conditions set forth herein, Customer may utilize the Services via the selected Access Methods on the cover page in accordance with the terms and conditions applicable to such Services and selected Access Methods.

2.2. **Additional Services.** From time to time, BCI may make additional Services available to Customer. If Customer wishes to receive such additional Services, the parties may add such services via written notification or notice through electronic media from Customer to Company, and such new added Services will be provided under the same terms and conditions as contained herein.

3. **SERVICES**

3.1. **Requests.** Customer may submit a request for a Service to BCI ("**Request**") in the format applicable to the requested Services (as set forth in the BC BETI Technical Integration Reference, as may be amended from time to time) using any of the Access Methods selected on the cover page for the requested Service.

3.2. **Processing.** Following receipt of a valid Request, BCI will process the Request and create an output file ("**Results**") in accordance with the instructions contained in the Request and in accordance with the description of the Service as set forth in **Exhibit A**. Any Request that does not conform to the proper

format will be rejected and returned to Customer, and no further processing will occur for such Request.

3.3. **Changes.** BCI may discontinue any Service or make changes affecting any Service, and the information available therefrom as BCI, in its sole discretion, determines. Such changes may include changes in pricing. BCI will use reasonable efforts to provide notice at least thirty (30) days in advance of any pricing change, material change to a Service or the information available therefrom. If, because of any such pricing change, discontinuance or change to a Service, Customer does not wish to purchase the applicable Service, then Customer may discontinue receiving such Service by providing notice to BCI within thirty (30) days of such change.

4. **CUSTOMER'S OBLIGATIONS**

4.1. **Compliance with Law.** Customer will obtain and keep current all applicable federal, state and local licenses, certifications and approvals and will fully comply with, and has full responsibility to comply with, all other applicable federal, state and local rules, regulations, laws and tariffs. Customer agrees that BCI will assume no responsibility for such compliance whatsoever and that BCI may suspend or terminate Services without notice if it has reason to believe Customer's use of the Services does not comply with applicable rules, regulations and laws.

4.2. **Review of Reporting.** Customer will be responsible for reviewing all Results transmitted by e-mail, mail or otherwise by BCI, and for notifying BCI of any inaccuracies within thirty-one (31) days of the date such Results are made available to Customer. Failure to notify BCI of any inaccuracies within such time period will constitute acceptance thereof. Such reporting will be made once under this Agreement. If Customer requests additional copies of Results, or requests that Results be produced in printed form, Customer agrees to pay BCI's then prevailing rates for such requests. Additional charges will be incurred if Results are to be retrieved from archives. Such fees also will apply to Results compelled to be produced in response to first-party or third-party requests, including those of regulatory or law enforcement bodies or judicial rules, orders or subpoenas. BCI provides reports, notices, user manuals and individual training to assist Customer. New customers may attend training on BCI's systems and reporting methods at BCI's headquarters within one hundred eighty (180) days of the Effective Date, at Customer's expense.

4.3. **Improper Use.** Customer agrees that it shall not (i) use information obtained via the Services to build a database for resale or for access by a third party; (ii) cache, store or otherwise reuse information obtained via the Services for external purposes including, but not limited to, resale or for access by a third party; (iii) knowingly provide information obtained via the Services to

BCI CONFIDENTIAL AND PROPRIETARY

a third party in competition with the Services; (iv) disassemble, deconstruct, de-compile, or otherwise reverse engineer the Services, the Access Methods, or any software supplied by BCI; (v) use information obtained via the Services with any technology or in any way to produce a result or functionality of one or more other services that are not Services for external purposes including, but not limited to, resale or for access by a third party; (vi) use the Services with computer generated or random information; (vii) use the Services in any way that may infringe any copyright or other proprietary interests of BCI or its vendors; (viii) interfere or present in any way a material security risk or interruption in the operation of the Services; (ix) use the Services or any information derived therefrom to violate applicable laws or governmental regulations including, without limitation, consumer protection, securities, child pornography or obscenity laws; or (x) use the Services or any information derived therefrom in any way that may violate rights of privacy or publicity of any individual whose personally identifiable data is retrieved.

4.4. Unauthorized Use. Customer agrees to promptly notify BCI of any actual or suspected unauthorized use or access of the Services and provide reasonable assistance to BCI in the investigation and prosecution of any such unauthorized use or disclosure.

4.5. Security. Customer acknowledges and agrees that the Results may contain records that have been inserted solely for data security and auditing purposes.

4.6. Telemarketing. Customer acknowledges that certain states have enacted laws placing restrictions on telemarketing activities, including but not limited to permitting a telephone subscriber to give public notice that he/she does not wish to receive sales solicitation telephone calls. BCI disclaims any warranty, express or implied, that the names and/or telephone numbers of all such subscribers have been identified on or deleted from the information supplied to Customer by the Services.

4.7. No Virus. Customer warrants that the Requests shall be delivered free of any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar element) that could damage, destroy or alter the Services, or that could improperly reveal, damage, destroy, or alter any data or other information accessed through or processed by the Services.

5. PAYMENT

5.1. Fees. Customer will pay to BCI the charges as set forth on the Exhibit B for the Services obtained by Customer ("Fees"). Such Fees will be deducted from amounts due Customer under the Customer Contract; provided, however, that in the event that such amounts are insufficient, or a Customer Contract is not effective, is inactive, or does not exist, BCI will invoice

Customer for Fees owed by Customer under this Agreement and Customer agrees to pay such invoiced Fees within ten (10) days of date of invoice. BCI may elect to invoice Customer monthly or at another interval in BCI's sole discretion. All fees are non-refundable.

5.2. Set-Off. BCI may offset, deduct, withhold, set off, recoup, retain, or otherwise recover, until all obligations of Customer to BCI have been satisfied in full, any and all amounts that may otherwise be due and payable to Customer or any affiliates of Customer under this Agreement from amounts due Customer under any other agreement between BCI or its affiliates and Customer, including but not limited to the Customer Contract.

5.3. Interest. After a period of thirty (30) days from such invoice date, interest on unpaid balances will accrue at the lower of eighteen percent (18%) per annum or the highest legal rate allowed by law.

5.4. Taxes. Any tax or related charge resulting from this Agreement or any activities hereunder, may be billed to Customer as a separate item and shall be paid by Customer, unless a valid exemption certificate is furnished by Customer to BCI. These taxes shall be exclusive of any tax on BCI's income.

6. TERM AND TERMINATION

6.1. Term. The initial term of this Agreement will begin on the Effective Date and will continue in full force and effect for one (1) year unless terminated in accordance with the terms of this Agreement ("Initial Term"). Following the Initial Term, this Agreement will renew automatically for successive periods of one (1) year (each, a "Renewal Term") unless terminated by written notice of non-renewal from either party delivered at least ninety-one (91) days prior to the scheduled expiration date. The Initial Term and Renewal Terms will constitute the "Term."

6.2. Suspension and Termination.

(a) Either party may terminate this Agreement on thirty (30) days (five (5) days for non-payment) notice in the event of a material breach by the other party, provided that such party does not cure the breach within such notice period.

(b) BCI may suspend or terminate any or all of the Services or restrict Customer's use in whole or in part if, in BCI's sole judgment: (i) Customer presents a security risk to BCI or its vendors or could materially interfere with the proper continued provision of any of the Services; (ii) Customer is in breach of this Agreement; or (iii) Customer is in breach or default of this or any other agreement between the parties.

(c) Either party may terminate if the other party files, or there is filed against it, any voluntary or involuntary proceeding under the Bankruptcy Code, insolvency laws or any laws relating

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Customer

to relief of debtors, adjustment of indebtedness, reorganizations, compositions or extensions, makes an assignment for the benefit of creditors, dissolves, declares that it is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature or if a receiver, trustee or custodian is appointed over, or an execution, attachment or levy is made upon, all or any material part of the property of such party.

6.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, Customer will immediately pay all unpaid amounts.

6.4. Survival. The provisions of this Agreement and each party's obligations hereunder which by their nature or context are required or intended to survive, including but not limited to Sections 7, 8, 9.2, 10, 11, 12, 13, and 14 hereof, will survive and remain in full force and effect after the expiration or termination of this Agreement.

7. CONFIDENTIAL INFORMATION

7.1. Confidentiality. The parties acknowledge that, as a result of the provision of services pursuant to this Agreement, Confidential Information that may be confidential or proprietary to each party may be disclosed to the other. Each party hereby agrees that it will make no disclosure of Confidential Information of the other party without the prior written consent of the disclosing party, except as necessary in order to perform its obligations under this Agreement. Each party will restrict disclosure of the other party's Confidential Information to its own employees, agents or independent contractors to whom disclosure is reasonably required. Such employees, agents or independent contractors will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of the other party's Confidential Information.

7.2. Return of Information. Upon request, the receiving party will return or destroy the other party's Confidential Information in such party's possession.

7.3. Exceptions. Neither party will have any obligation of confidentiality with respect to Confidential Information that: (i) is publicly available; (ii) was known to the recipient prior to disclosure, as evidenced in writing; (iii) was disclosed to the recipient by a third party without obligation of confidentiality; or (iv) was independently developed by the recipient. If a party receives an order from a court or other governmental body that requires disclosure of Confidential Information, then such party will promptly notify the other party of the order, and cooperate with any efforts by the disclosing party to limit or prevent such required disclosure.

8. INTELLECTUAL PROPERTY. BCI or its vendors will retain all right, title and interest in and to the Services and the Access Methods, and other than as expressly provided herein,

Customer will have no right or license in or to the Services or the Access Methods.

9. LIMITED WARRANTIES

9.1. Warranties. BCI will perform the Services in a good and workmanlike manner. In the event of a breach of this warranty, BCI's exclusive obligation, and Customer's sole remedy, will be for BCI to re-perform the Request(s) resulting in the breach. BCI represents and warrants that the Access Methods will substantially conform to their respective specifications. In the event of a breach of this warranty, BCI's exclusive obligation, and Customer's sole remedy, will be for BCI to correct any coding or programming error in the Access Methods resulting in the breach, or providing a plan reasonably acceptable to Customer for correcting such coding or programming error.

9.2. Disclaimer. OTHER THAN AS SET FORTH IN 9.1, BCI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BCI does not warrant the uninterrupted or error-free operation of the Services.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT WILL BCI'S TOTAL AGGREGATE, CUMULATIVE LIABILITY, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE (1) MONTH'S AVERAGE OF BCI'S PROCESSING FEES CHARGED TO CUSTOMER OVER THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED; PROVIDED, HOWEVER, THAT IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.

10.2. UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE, EXEMPLARY OR ADDITIONAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, DATA OR REVENUES.

11. INDEMNIFICATION

11.1. By Customer. Customer will indemnify, defend, and save harmless BCI and BCI's vendors from and against all claims, damages, losses, and costs (including without limitation reasonable attorneys' fees) asserted against BCI or such vendor by third parties arising from or related to (i) Customer's

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Customer

provision of services to End Users; (ii) any Requests submitted by Customer, including without limitation, for false or inaccurate information provided by Customer to BCI, (iii) injuries or death to persons or damage to (or theft of) property caused by Customer; (iv) or any failure of Customer to comply with legal or regulatory requirements.

11.2. By BCI. BCI will indemnify, defend, and save harmless Customer from and against all claims, damages, losses, and costs (including without limitation reasonable attorneys' fees) asserted against Customer by a third party alleging that the Services or Access Methods infringe any U.S. patent, U.S. registered trademark, U.S. registered copyright, or trade secret of such third party.

12. ASSIGNMENT. Neither party will assign any right or obligation under this Agreement without the other party's written consent. Any attempted assignment will be void. BCI may assign this Agreement, in whole or in part, to (i) any affiliate; or (ii) any company into which BCI may merge or consolidate or that acquires substantially all of its assets or stock. All rights, obligations, duties and interests of any party under this Agreement will inure to the benefit of and be binding on all successors in interest and assigns of such party and will survive any acquisition, merger, reorganization or other business combination to which it is a party.

13. DISPUTE RESOLUTION

13.1. This Section 13 governs all disputes, disagreements, claims or controversies between Customer and BCI, including, but not limited to, those arising out of or related to this Agreement, tort claims and claims of violation of statutes ("Disputed Matters"). All Disputed Matters will be submitted to the following dispute resolution process:

(a) Internal Escalation. First, the Disputed Matter will be referred jointly to senior executives of each of the parties. If such executives do not agree upon a resolution within forty-five (45) business days after referral of the matter to them, the complaining party will proceed to mediation as set forth below.

(b) Mediation. The complaining party will, upon written notice and within forty-five (45) business days after the conclusion of the internal escalation procedure, elect to have the Disputed Matter referred to non-binding mediation before a single impartial mediator to be jointly agreed upon by the parties in San Antonio, Texas. The mediation hearing will be attended by executives of both parties possessing authority to resolve the Disputed Matter and will be conducted no more than sixty (60) business days after a party serves a written notice of an intention to mediate. Customer and BCI will share equally all costs of such mediation. If the Disputed Matter cannot be resolved at mediation, the complaining party will proceed to Arbitration.

(c) Arbitration. In the event that the Disputed Matter has not been resolved through mediation, the complaining party will submit the Disputed Matter to binding arbitration before the American Arbitration Association (the "AAA") pursuant to its Commercial Arbitration Rules. The arbitrator(s) will have the authority to render any award or remedy allowed by law. If the amount in controversy exceeds \$150,000.00, exclusive of attorneys' fees and expenses, interest and costs, the Disputed Matter will be decided by a panel of three (3) neutral arbitrators; otherwise, all disputes will be decided by a single neutral arbitrator. Each arbitrator will be selected from the AAA's Panel of Commercial Arbitrators, and the arbitration hearing will be conducted in San Antonio, Texas. The cost of the arbitration proceeding will be shared equally by the parties, but the prevailing party in any arbitration proceeding will be entitled to recover its reasonable and necessary attorneys' fees, costs and expenses (including in-house legal services) incurred in connection with the arbitration. Provided that Customer continues to timely pay BCI for services rendered under this Agreement and there has been no default by Customer, BCI may continue to provide services during the pendency of any Disputed Matter.

13.2. Confidentiality. The parties agree to maintain the confidentiality of, and not to disclose to a third party, any information, documents or things regarding any arbitral proceeding, or disclosed in the course thereof, except as required by law, regulation, or a bona fide business purpose, and unless required in connection with an action to enforce, nullify, modify, or correct an award.

14. GENERAL

14.1. Notice. Except as otherwise provided in this Agreement, all notices, demands and requests given by any party to the other party will be in writing and be deemed to have been duly given on the date: (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those sent postage prepaid in the United States mail via Certified Mail, Return Receipt Requested; (iii) received from a national overnight delivery service; or (iv) sent by facsimile transmission to the recipient's facsimile machine, provided that the receiving machine delivers confirmation to the sender.

14.2. No Third-Party Beneficiaries. This Agreement will not provide any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right.

14.3. Relationship Of The Parties. In furnishing services to Customer, BCI is acting only as an independent contractor. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. No provision in this Agreement shall cause or be construed to cause either party to violate any legal or regulatory requirement.

14.4. Governing Law And Venue. This Agreement will be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein, exclusive jurisdiction and venue over any and all matters of dispute arising under or by virtue of this Agreement or between the parties will rest in the state or federal courts located in Bexar County, Texas.

14.5. Entire Agreement. This Agreement, including all exhibits and attachments, each of which is incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter hereof.

14.6. Force Majeure. Except for payment obligations or compliance with applicable rules, regulations and laws, each party will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of such party, including, without limitation, third party nonperformance, failure or malfunction of computer or communications hardware, equipment or software, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

14.7. Amendments; Waivers. No modification, amendment or waiver of any provision of this Agreement, including its incorporated Exhibits, will be effective unless the same will be in writing and signed by or on behalf of the party against whom such modification, amendment, waiver or consent is claimed.

14.8. Severability. The illegality or unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, shall not in any way affect or impair the legality or enforceability of the remaining

provisions of this Agreement or any document or instrument required or referred to hereunder.

14.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document.

14.10. Headings. The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

14.11. Equitable Relief. Customer hereby acknowledges that unauthorized disclosure or use of the Services would cause irreparable harm and significant injury to BCI and/or its vendors that may be difficult to ascertain. Accordingly, Customer acknowledges that in the event of a breach by Customer of its obligations hereunder, BCI and its vendors shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including but not limited to, injunctive relief) to enforce Customer's obligations hereunder and to protect the proprietary rights of BCI and its vendors.

14.12. Export Laws. Customer agrees not to export or re-export the Services without first obtaining BCI's consent and the necessary license or approvals from the appropriate government agency or department which may require such approval. Customer shall obtain and pay for all licenses and approvals required and any related charges, and shall indemnify, defend, and hold harmless BCI and its vendors for any claim brought against BCI or its vendors based upon Customer's export or re-export activity in relation to the Services.

14.13. Authority. Each Party represents that it has full power and authority to enter into and perform this Agreement, has the right to disclose all information and materials made available to the other Party pursuant hereto, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to execute this Agreement.

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Customer

**EXHIBIT A
DESCRIPTION OF SERVICES AND ACCESS METHODS**

A. Service Elements

(i) **Historical Data Elements are summarized as follows:**

Element Name	Description
LocalBKNA	Indicates how recently a billing name and address has been added to BCI's local database
DTCBlocked	Indicates whether or not miscellaneous charges (4250 records) have been blocked by BCI from billing due to end-user credit/adjustment requests
BCIBlocked	Indicates whether or not BCI has blocked billing at the request of an end-user or government agency
UserBlocked	Indicates whether or not BCI has received rejected records due to an end-user request that a LEC blocked the billing of miscellaneous charges (4250 records)
Code50	Indicates whether BCI has a history of Return Code 50 Rejects
ActivityStart	Indicates the first known activity in BCI's system
AreaCodeSplit	Indicates whether an area code split has recently occurred, is upcoming, or is in progress
HighToll	Identifies whether or not BCI has a record of thresholds for dollars billed being exceeded during the current and certain previous billing periods
CSAdjustment	Returns an aging of credits and adjustments given by BCI's customer service center
LECAadjustment	Returns an aging of credits and adjustments given by a LEC as reported to BCI
LECREject	Returns an aging of billed charges that were rejected as unbillable by a LEC as reported to BCI
LECWriteOffs	Returns an aging of billed charges that were written off as uncollectible by a LEC as reported to BCI

(ii) **BKNA information is summarized as follows:**

Element Name	Description
BKNA	Returns the name and address found by BCI based upon a search of multiple name and address information vendors and BCI's internal databases, utilizing commercially reasonable processes



(iii) Line Level information is summarized as follows:

(a) LIDB

Name	LineLevelInfo		
Description	Returns line level information from LIDB regarding LEC billing		
Status Codes	200 – Information found - see returned data items for details 204 – No information available		
Line Level Elements	Name	Data Type	Values/Descriptions
	OCN	Character – 4 bytes	OCN owner as identified by LIDB
	RAO	Character – 3 bytes	Regional Accounting Office as identified by LIDB
	CustomerType	Character – 1 byte	B – Business C – Consumer As identified by LIDB
	ReplyCode	Character – 3 bytes	The reply code from a LIDB query, where applicable
	OnNet	Character – 1 byte	Y – May be LEC billable through BCI N – Is not LEC billable through BCI
	RecordId	Character – 1 byte	Y – RecordId May be billable N – RecordId Is NOT billable
Note	The “Name” of the element for <i>RecordId</i> contains the actual EMI record id in the result. This element may be repeated when multiple record types are billable		

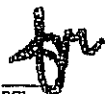
b. Least Cost LIDB:

Name	LineLevelInfoLeastCost		
Description	Returns specific set of line level information from least cost LIDB query		
Status Codes	Information found - see returned data items for details <i>or</i> No information available		
Line Level Elements	Name	Data Type	Values/Descriptions
	OCN	Character – 4 bytes	OCN owner as identified by LIDB
	RAO	Character – 3 bytes	Regional Accounting Office as identified by LIDB
	OnNet	Character – 1 byte	Y – May be LEC billable through BCI N – Is not LEC billable through BCI
	RecordId	Character – 1 byte	Y – RecordId May be billable N – RecordId Is NOT billable
Note	The “Name” of the element for <i>RecordId</i> contains the actual EMI record id in the result. This element may be repeated when multiple record types are billable		

Any term listed in the summaries above or in Exhibit B hereto not defined in this Agreement shall have the meaning set forth in the BC BETI Technical Integration Reference.

B. Access Methods (Specific details regarding the Access Methods are contained in the BC BETI Technical Integration Reference)

1. **Batch:** Customer will transfer a data file containing a minimum of one hundred Requests to Customer’s account. The data file must be in BCI’s required specification. BCI will process the data file and place the Results in a file in Customer’s account. Customer may retrieve the Results at its convenience, but the Results will be archived after being available for thirty (30) days.
2. **Application Based:** Customer will transfer a single Request by using the HTTP protocol and results will be returned in the same manner.
3. **Interactive:** Customer may submit a Request via the BCI website.



**EXHIBIT B
PRICING**

1. **Fees.** The following chart sets forth the charges for the Services, based on the number of Requests or BKNA Matches per month. Fees shown are per Request for Historical Data Elements and Line Level Elements. BKNA price is based on number of BKNA Matches, as defined below.

Service		Fee
Historical Data Elements		\$0.06 per Request
BKNA		\$0.10 per BKNA Match
Line Level Elements:	LIDB	\$0.0246 per Request plus LIDB Rate (as defined below) for LIDB line level information
	Least Cost LIDB	\$0.0246 per Request plus Least Cost LIDB Rate (as defined below) for Least Cost LIDB line level information

Minimum Monthly Charge (for all Services combined):	\$250.00
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"BKNA Match" is defined as name and address information located pursuant to Billing Concepts' standard procedures for procuring BKNA information from Billing Concepts' vendors or internal databases. If Billing Concepts cannot locate a BKNA Match for a Request, Customer will not be charged a BKNA fee for such Request.

"LIDB Rate" or "Least Cost LIDB Rate" – BCI shall calculate the LIDB Rate or the Least Cost LIDB Rate by comparing the telephone number from a Request to its list of LIDB or Least Cost LIDB information sources. BCI shall determine, in its sole discretion, the most likely LIDB or Least Cost LIDB information source used to process the Request. BCI shall use the published LIDB or Least Cost LIDB tariffed rate or the contracted vendor rate for such information source to calculate the price for LIDB or Least Cost LIDB line level information Requests. Such LIDB Rates and Least Cost LIDB Rates are subject to change without notice.

2. **Special Programming Task Fees.** Customer will pay a time and expense rate for any special programming tasks or requests for additional information. The current hourly rate is \$250.



ESBI
ADDENDUM "A" - ADVANCE PAYMENT AND SECURITY AGREEMENT

THIS ADDENDUM is made this 10th day of August, 2006 ("Effective Date") by Voice Mail Services, Ltd. ("Customer"), a Montana corporation with its principal office at 1001 Broadway St., PMB #207, Missoula, Montana, 59802, and Enhanced Services Billing, Inc. ("ESBI" or "Company"), a Delaware corporation, with its principal office located at 7411 John Smith Drive, Suite 200, San Antonio, Texas 78229-4898. Customer and Company, and their affiliates, are sometimes referred to as the "parties."

RECITALS

WHEREAS, on or before the date hereof, Customer and Company entered into a certain Enhanced Services Billing and Information Management Services Agreement or a Call Record Processing and Information Management Services Agreement (the "Customer Contract"), pursuant to which Company is obligated to provide, among other things and subject to certain conditions, processing services for the submission of Customer's Qualifying Records to certain LECs for billing through Company's LEC Agreements. Unless otherwise defined in this Addendum, all defined terms used herein will have the meaning given to such terms in the Customer Contract;

WHEREAS, Upon approval of this Addendum and Customer by Company, Company will provide financing through Company for the benefit of Customer of certain accounts receivable of Customer arising from the provisioning of Qualifying Records by Customer to End Users for Customer's services that are billed and collected from End Users by the LECs. The Customer's accounts receivable are payable by the LECs and are to be acquired by Company; and

WHEREAS, to facilitate the financing arrangements with Company, and to facilitate the financing of the accounts receivable, Customer acknowledges and agrees to modify the terms of the Customer Contract in accordance with the terms and provisions set forth herein to the extent inconsistent herewith:

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. **Modification of Customer Contract.** The Customer Contract is hereby modified as set forth in this Addendum. This Addendum is incorporated into and made a part of the Customer Contract, the terms and conditions of which, unless expressly modified by this Addendum, continue unchanged and in full force and effect. To the extent that any terms or provisions of this Addendum are or may be deemed expressly inconsistent with any terms or conditions of the Customer Contract, the terms of this Addendum will control. A default under this Addendum shall constitute a default under the Customer Contract. Similarly, a default under the Customer Contract shall constitute a default under this Addendum. Company will be Customer's sole and exclusive source for LEC billing and information management services in the United States and Canada for the LECs under the Customer Contract.

2. **Purchase of Accounts Receivable.** Commencing immediately after the date Company has given its approval of this Addendum and Customer, then upon receipt and processing by Company of Customer's Qualifying Records for which Customer desires financing, Company will purchase from Customer, and Customer will sell, assign, transfer and convey to Company, all right, title and interest of Customer in and to all revenues to be collected by the LECs for all Qualifying Records. The "Purchase Date" for such

revenues will be the date when Company submits Qualifying Records to the LECs for billing and collection.

3. **Purchase Price; Financing and Payment.**

a. **Purchase Price.** Company will pay to Customer an amount equal to the transmitted revenue of Customer's Qualifying Records submitted to the LECs by Company for billing and collection, less

(i) All LEC related fees and costs, Short-term Dilution, Bad Debt Reserve and Bad Debt True-up;

(ii) All credits and adjustments granted End Users;

(iii) All Company Processing Fees and sales taxes, if applicable;

(iv) All financing Service Charges (as defined below);

(v) Any and all losses, costs or expenses incurred by Company in processing or collecting the accounts receivable from all previous Qualifying Records; and

(vi) Any other Assessments or other charges provided for in the Customer Contract.

b. **Initial Payment.** With regard to each transmission of Qualifying Records, Customer requests that Company finance up to thirty percent (30%) of the transmitted revenue from Customer's Qualifying



Records, the amount so financed being the "Initial Payment" to be made to Customer for the Qualifying Records and to be made within seven (7) to eleven (11) Business Days from the Purchase Date. However, Company reserves the right to periodically evaluate the amount realized from Qualifying Records and will have the right to adjust without notice the amount financed to provide adequate collateral for any obligation of Customer to Company. As used herein, the term "Payment Date" will be the date upon which Customer is wired the Initial Payment for the Qualifying Records, less any bank fees charged for such wire transfer.

c. **Credit Line.** Company will establish a maximum credit line for Customer upon approval of Advance Funding. Customer may lower its credit line. Company also reserves the right to lower the credit line, in its sole discretion, at any time without notice.

d. **Final Payment.** Company will pay Customer, in accordance with the Customer Contract, the remaining balance of the Purchase Price for the Qualifying Records, net of Company Processing Fees, the Service Charge, other costs and expenses related to processing or collecting for the Qualifying Records being settled, and other Assessments provided for in the Customer Contract. If a remittance from a LEC is insufficient to pay the aforementioned fees, costs, charges, expenses and Assessments, Customer will be responsible therefore, and Company will have the right, but not as its sole remedy, to deduct such amount from the next Initial Payment or from the receivables generated from subsequent processing of Qualifying Records for Customer.

4. **Service Charge.** With respect to each Initial Payment, Customer agrees to pay to Company, in addition to the Processing Fees set forth in the Customer Contract, a Service Charge at a fluctuating rate per annum which will from day to day be equal to the lesser of (a) the Maximum Rate (as hereinafter defined) or (b) a rate ("Contract Rate"), calculated on the basis of the actual days elapsed but computed as if each year consisted of 360 days, equal to the sum of (i) the Index Rate (as hereinafter defined) plus (ii) four percent (4.0%). Each change in such Service Charge will become effective without notice to Customer on the effective date of each change in the Maximum Rate or the Index Rate, as the case may be. The term "Index Rate," as used herein, will mean a fluctuating interest rate per annum at all times equal to the "Prime Rate" published in the "Money Rates" table in *The Wall Street Journal* from time to time, and if multiple prime rates are published, the highest such rate. The term "Maximum Rate," as used herein, will mean at the particular time in question, the maximum rate on interest which, under applicable law, may then be charged on the Initial Payment. If such maximum rate of interest changes after the date hereof, the Maximum Rate will be automatically increased or

increased or decreased, as the case may be, without notice to Customer from time to time as of the effective date of each change in such maximum rate. If applicable law ceases to provide for such maximum rate of interest, the Maximum Rate will be equal to eighteen percent (18%) per annum. The Finance Period will start on the Payment Date and will be the entire period of time until Company recoups the full amount of the Initial Payment from payments made by LECs to Company for accounts receivable from the Qualifying Records or by payments made by Customer.

5. **Collateral.** To secure payment and performance of any and all of Customer's present and future debts, liabilities and obligations of any kind or nature (whether liquidated, unliquidated, fixed or contingent, matured or unmatured) to Company, Customer hereby grants to Company a first lien security interest in and to all of the following, whether presently existing or hereafter acquired or created, and wherever situated or located, and all proceeds, products, returns, additions, successions, replacements and substitutions thereof and thereto: accounts, general intangibles, contract rights, chattel paper, documents (including, without limitation, computer records), equipment, inventory, Records, accounts receivable (whether or not acquired by Company), goods, money, instruments, documents, deposit accounts and any and all other assets of any kind or nature whatsoever. As additional security for all of the obligations described in the preceding sentence, Customer hereby grants to Company a right of offset and recoupment with respect to all accounts receivable and to any and all obligations of Company to Customer. Customer hereby grants to Company a limited power of attorney to execute and deliver documents and take such other actions as may be necessary to perfect, continue perfection or to enforce any or all of Company's rights arising under this Agreement and applicable law including, without limitation, the Uniform Commercial Code. Customer will not allow a secondary lien to be filed on the above collateral without prior written consent from Company. Customer will execute such forms, including, but not limited to, UCC-1 forms, as may reasonable be required to record and perfect Company's security interest.

6. **Reliance.** Customer acknowledges that Company is relying on the agreements, representations and warranties of Customer contained in this Addendum in determining whether to provide financing to Company for the benefit of Customer.

7. **Representations and Warranties.** Customer represents and warrants to Company with respect to each Qualifying Record purchased or to be purchased that:

a. Each Qualifying Record assigned and sold to Company represents a genuine receivable of

Customer, is valid in all respects, is what it purports to be and is not evidenced by a judgment;

b. Each Qualifying Record assigned and sold to Company arises out of the completed delivery of Qualifying Records in the ordinary course of Customer's business and in accordance with the terms and conditions of any contracts or other documents relating thereto;

c. Each Qualifying Record assigned and sold to Company is for a specific amount due and owing as reflected on the detailed Qualifying Records covering such accounts receivable provided by Customer to Company;

d. Such Qualifying Record is not subject to any offset, lien, deduction, defense, dispute, counterclaim or any other adverse condition, is absolutely owing to Customer, and is not contingent in any respect or for any reason except matters for which discounts, credits or allowances are granted by Customer in the ordinary course of business consistent with past practices;

e. Customer has not made any agreement with any End Users thereunder for any deduction thereof, except discounts, credits or allowances that are granted by Customer in the ordinary course of business consistent with past practices;

f. There are no facts, events or occurrences that in any way impair the validity or enforceability thereof or tend to reduce the amount payable thereunder from the amount reflected on any Qualifying Records thereof;

g. To the best knowledge and belief of Customer, each End User generating a Qualifying Record (i) had the capacity to contract at the time any contract or other document relating to the Qualifying Record was executed; (ii) is solvent; and (iii) the contract, LOA or authorization by End User meets the requirements of the Customer Contract, Coalition Guidelines and applicable rules, regulations and laws;

h. Customer has no knowledge of any fact or circumstance that would impair the validity or collectibility by Customer of the Qualifying Record, and to the best of Customer's knowledge, there are no proceedings or actions which are threatened or pending against the End Users thereunder which might result in any material adverse change in such End User's financial condition or the collectibility of such Qualifying Record;

i. All supporting documents and other evidence of Qualifying Records delivered to Company are complete, correct, valid and enforceable in accordance with their terms, and all signatures and endorsements that appear thereon are genuine, and all signatories and endorsers have full capacity to contract;

j. No Qualifying Record is subject to any prohibition or limitation upon assignment; and

~~k. Customer has not voluntarily or involuntarily filed for a petition for bankruptcy or initiated an insolvency proceeding or reorganization.~~

8. **Events of Default.** This Addendum is subject to immediate termination at Company's sole discretion if it is determined that any one or more of the following events have occurred: (i) Customer has voluntarily filed a petition for bankruptcy or initiated an insolvency proceeding or reorganization, (ii) a proceeding of involuntary bankruptcy against Customer has been initiated, (iii) a change in executive management or change of ownership has occurred, (iv) any representation or warranty in Section 7 shall have been determined to be untrue, or (v) Customer breaches the Customer Contract, including this Addendum "A."

9. **Financial Statements Inspection.** Customer will furnish Company annual and quarterly financial statements and other financial information as may be requested by Company. Financial statements will be compiled, reviewed or audited, as required by Company, in compliance with GAAP (Generally Accepted Accounting Principles) by an independent accounting or auditing firm. Customer will keep Company current on this requested financial information for as long as this Addendum is in effect.

10. **Initial Application and Processing Costs.** A non-refundable application fee of Five Hundred Dollars (\$500) will be required with the Advance Payment application. One Thousand Dollars (\$1,000) will be deducted from the Initial Payment for the initial processing costs incurred and to be paid by Company.

11. **Governing Law.** This Addendum will be governed by and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Exclusive jurisdiction and venue over any and all matters of dispute arising under or by virtue of this Addendum or between the parties will be in the federal or state courts located in Bexar County, Texas, to the extent not covered by the arbitration requirements of the Customer Contract.

12. **Severability.** If any provision of this Addendum will be held invalid or unenforceable for any reason, such invalidity will affect only the portion of the Addendum that is invalid. In all other respects, this Addendum will stand as if such invalid or unenforceable provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect. This Addendum will be binding upon Customer, Company and their successors and assigns.

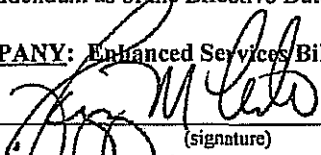
13. **Maximum Rate.** This Addendum and the Customer Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable usury laws. If any provision hereof or of the Agreement or the application thereof to any person or

circumstance will, for any reason and to any extent, be invalid or unenforceable, neither the application of such provision to any other person or circumstance nor the remainder of the agreement in which such provision is contained will be affected thereby and will be enforced to the greatest extent permitted by law. It is expressly stipulated and agreed to be the intent of Company to at all times comply with the usury and other applicable laws now or hereafter governing the amounts payable under this Addendum and the Customer Contract. If the applicable law is ever revised, repealed or judicially interpreted so as to render usurious any amount called for under this Addendum or the Customer Contract, or contracted for, charged, taken, reserved or received with respect to the accounts receivable, or if any payment by Customer results in Customer having paid any amount that is determined to constitute interest in excess of that permitted by law, then it is the express intent of Customer and Company that all excess amounts theretofore collected by Company be refunded to Customer, and the provisions of this Addendum and the Customer Contract immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid, or agreed to be paid, by Customer for the use, forbearance, detention, taking, charging, receiving or reserving of the accounts receivable or arising under or pursuant to this Addendum and the Customer Contract will, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term thereof until payment in full so that such sums on such accounts receivable do not exceed the usury ceiling from time to time in effect and applicable to such accounts receivable. In no event will TEX.REV.CIV.STAT.ANN.art. 5069 Ch. 15 apply to this Addendum. To the extent that TEX.REV.CIV.STAT.ANN.art. 5069-1.04, as amended, is applicable to this Addendum, the "indicated rate ceiling" specified in such article is the applicable ceiling; provided that, if any applicable law permits greater interest, the law permitting the greatest interest will apply.

14. **Termination.** This Addendum may be terminated upon thirty (30) days' written notice by either Company or Customer or as provided in the Customer Contract. Termination of this Addendum by Customer does not terminate the Customer Contract. At Company's discretion, its termination of this Addendum may terminate the Customer Contract. Company's termination of the Customer Contract will automatically terminate this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

COMPANY: Enhanced Services Billing, Inc.

By: 
(signature)

Name: GREG M. CARTER
(print)

Title: PRESIDENT

Date: 8/14/06

CUSTOMER: Voice Mail Services, Ltd.

By: 
(signature)

Name: STEVEN V. SANN
(print)

Title: PRESIDENT

Date: 8/10/06

Voice Mail Services, LTD

NO TRIPARTY

8-24-06

RECEIVED
AUG 24 2006
BY: *[Signature]*

August 23, 2006

Mr. Bob Thomas, VP
Customer Accounting
7411 John Smith Drive Ste. 600
San Antonio, TX 78229-0442

Dear Bob:

Following is the requested banking information on Library Code(s) for our ACH wires:

U.S. Bank
209 E. Spruce
Missoula, MT 59802
(406)523-2415
Voice Mail Services, LTD

Account Name:
ABA Number:
Account Number:

REDACTED

[Signature]
8-24-2006

Also, the bank information for our advance funding on Library Code(s) is as follows:

U.S. Bank
209 E. Spruce
Missoula, MT 59802
(406)523-2415
Voice Mail Services, LTD

Account Name:
FED Wire ABA Number:
Account Number:

REDACTED
REDACTED

If you have any questions, please contact us at (406)728-5170.

Sincerely,

[Signature]
Steve Sann

Owner
steve@americamedia.com

MGM
OKAY
8/23/06
SB
ESBL

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") is made and entered into effective this 4th day of Feb, 2010 ("Effective Date"), by and between Enhanced Services Billing, Inc., a Delaware corporation ("Company") and Voice Mail Services, Ltd., a Montana limited liability company ("Customer"). Customer and Company, and their affiliates, are sometimes referred to as the "parties", or separately as the "party."

WHEREAS, the parties have entered into a Call Record Processing and Information Management Services Agreement dated August 31, 2005 ("Agreement.") Unless otherwise defined in this Amendment, all capitalized or defined terms used herein shall have the meaning given to such terms in the Agreement; and

WHEREAS, the parties desire to amend the Agreement by incorporating the terms and conditions to which the parties have agreed to as set forth below.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Section 3(a) "Submission of EMI Billing Records" of the Agreement is hereby *deleted and replaced with the following:*

(a) **Submission of Records:** Customer will submit Customer's data relating to transactions ("Records") to Company for purchase and submission to the LECs during the Term of this Agreement as defined below. Customer is responsible for providing adequate information for Company to process such Records and to submit them to the LECs. All costs related to submissions will be borne by Customer and Customer will be responsible for providing and installing all hardware and software necessary to access the Service. Records will be submitted by Customer to Company within one (1) Business Day of the day in which a digital content transaction (each a "Transaction") occurred. Each Record associated with a Transaction must be authorized by the End User prior to submission of the Record to Company as further described in Section 4 of this Agreement.

II. Section 1 "Company Record Processing Fees for Enhanced Services Records" of Exhibit C "Pricing" of the Agreement is hereby amended *with the following new section added:*

1(a) Company Record Processing Fees (rate per Record/per month) for validation and authentication:

Description	Transaction Fees	Description
Telephone Number Validation	\$0.05 Per Request.	Allows merchants to request approval from Company regarding whether a charge can be posted to a particular telephone number. The response indicates whether the customer's phone number is available to accept charges for digital content and/or services purchases.
Customer Authentication (Using the L4 SSN Authentication)	\$0.15 Per Request	Allows merchants to request authentication only from Company for a particular telephone number. The response indicates whether the customer's phone number is authenticated using the last four digits of the social security number.

AMENDMENT NO. 1

Except as specifically set forth hereinabove, the Agreement is not modified in any manner, and all other terms and conditions of the Agreement will remain in full force and effect during the Term to the extent they do not conflict with this Amendment. As amended and restated herein, the Agreement is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

Enhanced Service Billing, Inc.

By: [Signature]
(signature)

Name: Greg Carter
(print)

Title: President

Date: 02.04.10

Voice Mail Services, Ltd.

By: [Signature]
(signature)

Name: Steven V. Seina
(print)

Title: President

Date: 2/4/10

ATTACHMENT B-1 – VISIONTRACK SOFTWARE LICENSE AGREEMENT

This Attachment B-1 – VisionTrack Software License Agreement, to the Addendum “B” – Customer To Provide End-User Customer Service (“Attachment B-1”), is entered into and made this 4 day of March, 2010 (“Effective Date”) by Billing Concepts, Inc. (“Company”) and the Customer identified below. This Attachment B-1 consists of this cover page, the following terms and conditions, attached exhibits, and addenda, if any. Customer and Company and their respective affiliates are sometimes collectively referred to herein as the “Parties” or separately as a “Party.”

“Customer” (name as it exactly appears in Customer’s current Articles of Incorporation or equivalent business organization documents)	VoiceMail Services, LTD			
State in which Customer’s Articles of Incorporation or business organization documents are filed	Montana			
Contact Name:	Steve Sann			
Street Address:	1001 Broadway Street, PMB #207 2126 S. Reserve ST PMB 210			
City:	Missoula	State:	Montana	Zip: 59802 59801
Telephone:	816-	Fax:		
Email Address:	steve@americamedia.com			
Effective Date:	ASAP March 4, 2010			
Software:	Vision Track			

One time Initial Set-up Fee:	\$200.00
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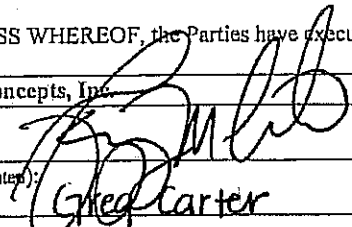
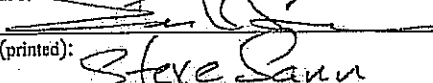
Please choose the desired access method(s) for the licensed use of the VisionTrack Software by selecting one of the appropriate boxes:

<input checked="" type="checkbox"/>	Full Access	\$275.00 monthly recurring License Fee (includes unlimited log-ins)
<input type="checkbox"/>	View Only (with Notes)	\$1000.00 monthly recurring License Fee (includes unlimited log-ins)
<input type="checkbox"/>	View Only	\$500.00 monthly recurring License Fee (includes unlimited log-ins)

Payment Terms & Conditions:

Customer will pay the fees specified above and will be responsible for any taxes, other than those taxes on BCI’s income. All fees due Company under this Attachment B-1 will be deducted from amounts due Customer under the Customer Contract.

IN WITNESS WHEREOF, the Parties have executed this Attachment B-1 as of the Effective Date.

Billing Concepts, Inc. Signature: 	Customer: VoiceMail Services, LTD Signature: 
Name (printed): Greg Carter	Name (printed): Steve Sann
Title: President	Title: Manager
Date of Signature: 03.04.10	Date of Signature: 6/28/10

COMPANY CONFIDENTIAL AND PROPRIETARY

WHEREAS, on or before the date hereof, Customer and Company entered into a certain Call Record Processing and Information Management Services Agreement (the "Customer Contract"), and an Addendum "B" – Customer To Provide End User Customer Service (the "Addendum B") whereby Customer is permitted to handle its own Customer Service under the Addendum B; and

WHEREAS, Customer desires to utilize Company's proprietary VisionTrack Software in handling its Customer Service; and

WHEREAS, Customer and Company acknowledge and agree to modify the terms of the Addendum B and the Customer Contract in accordance with the terms and provisions set forth herein to the extent inconsistent herewith.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Modification of Customer Contract and Addendum B. Unless otherwise defined in this Attachment B-1, all defined terms used herein shall have the meaning given to such terms in the Customer Contract and the Addendum B. The Customer Contract and the Addendum B are hereby modified as set forth in this Attachment B-1. This Attachment B-1 is incorporated into and made a part of the Customer Contract and the Addendum B, the terms and conditions of which, unless expressly modified by this Attachment B-1, continue unchanged and in full force and effect. Company may modify this Attachment B-1 upon thirty (30) days' written notice to Customer. To the extent that any terms or provisions of this Attachment B-1 are or may be deemed expressly inconsistent with any terms or conditions of the Customer Contract or Addendum B, the terms of this Attachment B-1 shall control. A default under this Attachment B-1 shall constitute a default under the Customer Contract. Similarly, a default under the Customer Contract shall constitute a default under this Attachment B-1.

2. Use of Software. Company hereby grants to the Customer a non-exclusive, non-transferable license to use the Vision Track Software ("Software") to process Customer's data. Customer shall not, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, (ii) duplicate, reproduce or copy, (iii) disclose, divulge or otherwise make available to any third party, (iv) use (except as authorized by this Attachment B-1), or (v) decompile, disassemble or otherwise analyze for reverse engineering purposes the Software.

3. Company Fees and Charges. The one time charge of the Total Amount Due Company calculated above will be deducted from amounts due Customer under the Customer Contract. In addition, Company will charge Customer ten cents (\$0.10) per either Customer Service sustained or per Customer Service electronic credit that is processed via VisionTrack and downloaded to ARRS (the "VisionTrack CS Fee.") Customer will pay the Basic Customer Service Fee in the Customer Contract for each manual check or manual IC/EC memorandum that is

issued by Customer via VisionTrack and processed by Company. Such charges will be added to the Company Processing Fees and deducted monthly from amounts due Customer under the Customer Contract.

4. Term and Termination. This Attachment B-1 will commence on the Effective Date, and will continue until terminated. This Attachment B-1 may be terminated upon thirty (30) days written notice if the other Party breaches any material provision of this Attachment B-1 and fails to fully cure such breach within such thirty (30) day period. Upon termination, for any reason, Customer shall promptly return all data, documents and other information pertaining to the Software to Company. In the event the Parties do not elect to terminate this Attachment B-1 as provided for herein, this Attachment B-1 shall terminate upon the termination of the Customer Contract.

5. Ownership. All rights, title, and interest, including trademarks, patent rights, copyright interests, and other forms of intellectual property, in and to the Software (including without limitation, any copies thereof) are the exclusive property of Company.

6. Limited Warranty. Company warrants to Customer that, for three (3) months following the Effective Date, the Software will function substantially in accordance with the Software's documentation. In the event of a breach of the foregoing warranty, Customer's exclusive remedy and Company's sole obligation, will be to, within thirty (30) days, (a) correct such deficiency; (b) provide Customer with a plan acceptable to Customer for correcting such deficiency; or (c) upon Company's determination that neither (a) or (b) can be reasonably accomplished, then either Party may terminate this Attachment B-1, and Company will refund any License Fees actually paid to Company under this Attachment B-1.

7. WARRANTY DISCLAIMER. COMPANY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND

COMPANY CONFIDENTIAL AND PROPRIETARY

WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S ENTIRE LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS ATTACHMENT B-1, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID TO COMPANY UNDER THIS ATTACHMENT B-1 IN THE TWELVE MONTHS PRECEDING THE EVENT FROM WHICH LIABILITY AROSE.

9. Indemnification. Company shall indemnify and hold Customer harmless against damages arising out of a third party claim that the Software infringes upon such third party's copyright, patent or trade secret, but only if the Software has been used as delivered by Company to Customer or as modified by Company and in accordance with the documentation; but only if (i) Company shall have the right to conduct any defense or settlement in any such third party action, (ii) Customer shall fully cooperate with such defense, and (iii) Company receives prompt written notice from Customer of such third party action. Company shall have no liability for any claim of infringement based on (a) use of other than the current version of the Software if such infringement would have been avoided by use of the current version, or (b) use or combination of the Software with third party software or data if such infringement would have been avoided by the use of the Software without the use of other software or data.

If a third party's claims substantially interfere with Customer's use of the Software or if Company believes that a third party claim may substantially

interfere with Customer's use of the Software, Company, at its sole discretion, may (a) replace or modify the Software with a functionally equivalent and non-infringing Software; (b) obtain a license for Customer to continue use of the Software; or (c) if none of the foregoing alternatives are commercially reasonable, Company may terminate this Attachment B-1. This Section 9 will constitute Company's entire liability and Customer's exclusive remedy for a claim of infringement.

10. Miscellaneous. This Attachment B-1 may not be transferred or assigned by Customer without the prior written consent of Company, which consent shall not be unreasonably withheld or delayed. This Attachment B-1 shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflict of law of any jurisdiction. The Parties shall perform all of their duties under this Attachment B-1 as independent contractors, and will not be considered partners, joint ventures or otherwise as participants in a joint undertaking. The provisions of this Attachment B-1 relating to the payment of any fees or other amounts owed, confidentiality, disclaimer of warranty, and limitation of liability shall survive any termination or expiration of this Attachment B-1. If any provision of this Attachment B-1 shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Attachment B-1 shall otherwise remain in full force and effect. This Attachment B-1 may only be modified or amended by an instrument in writing signed by duly authorized employees of both of the Parties hereto; provided, however, that Company may change the monthly recurring License Fees upon thirty (30) days' written notice to Customer. This Attachment B-1 constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. Any notice, approval, request, authorization, direction or other communication under this Attachment B-1 shall be given in writing at the address set forth in the Customer Contract and shall be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered personally to the Party to whom the same is directed, (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt and (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission.

COMPANY CONFIDENTIAL AND PROPRIETARY

Enhanced Services Provider Customer Service Guideline Worksheet

Service Provider Name: Voice Mail Services, Ltd.
Sub-CiC Name (name on bill): Voice Mail Services
ALID or Processing Number: UW and 3B

Customer Service Contact Name (person that completed the information below: Steve Sann

Phone Number of Contact:

816-

Fax Number of Contact:

816-

E-mail Address of Contact:

steve@americamedia.com

Date this form was completed:

10-05-05

GENERAL INFORMATION

1. a. Do you currently handle your own customer service inquiries under your ESBI contract? Yes
- b. If you do not currently handle your own customer service inquiries under your ESBI contract, would you like for us to consider allowing you to handle your own customer service inquiries? No
2. a. What types of services do you offer or plan to offer?
Voicemail
- b. Description of service:
Virtual PBX: voice mail; follow me; email read into voice mail
3. a. Do you provide a service that has a monthly recurring fee?
Yes
- b. Describe the recurring fee:
14.95

4. a. Do you offer any type of free trial subscription to your service?
Yes
- b. If so, how long?
30 days
5. Please describe your screening process for minors (if applicable):
6. What are the hours of operation for your call center? Please include your time zone: 8 AM to 5 PM Central Excell is call center
7. a. Are all of your sales 3rd party verified?
No
- b. If no, what types are not 3rd party verified?
8. a. Which of the following marketing groups do you serve?
Residential
- b. Description of market (cultural, target marketing group):
internet marketing
9. a. What type of marketing methods do you use to obtain customers?
Internet Advertising
- b. Description of marketing methods:
advertising on web page with \$1000 grocery coupons
10. a. Do you have a Website that end users can access to obtain additional information regarding your products/services?
Yes
- b. List the Website below:
voicemailsvc.com

11. a. Do you have a list of frequently asked questions that would assist us with describing your product and possibly troubleshooting issues for you? No

b. If yes, please attach.

12. Cancellation requests will be provided to you via our customer service weekly reports in BC WebTrack. A claim type/reason code list is attached to this document that you can use as a reference guide. Upon your request, we can provide your end users a toll free number to discuss their request to cancel directly with your call center. If you would like to speak to your end users directly about these requests, please provide a toll free number below:

800-570-0269

13. ESBI has the ability to receive Letter of Authorization ("LOA") information and load it into our database. This information assists us regardless of whether the customer service is handled within our call center or handled by our client. Please review the attached 3910 record layout that is used to provide us with such LOA information. If the end user is questioning the information provided, or the client has not sent a LOA record on an end user's account, a toll free number would be provided to the end user in order for them to obtain authorization information. Please provide a toll free number below:

800-570-0269

14. Based on ESBI's membership with the Coalition to Ensure Responsible Billing (CERB), we will provide the toll free telephone number and address of any ESBI Service Provider at the end user's request.

Toll Free Number: 800-570-0269

Customer Service Address:

923 E. Sahara

Suite D-2

Las Vegas NV 89104

Enhanced Services Billing, Inc.
(CS 08-04-04)

15. To whom should we refer troubleshooting issues?

The Troubleshooting Department is focused on bringing "unusual" issues to the attention of the client. For example: If you bill at \$9.99 per reoccurring fee and then suddenly switch to \$7.99 or \$29.99, you will be contacted to see if there was a change in your rating structure or if it was an error in rating your records.

Troubleshooting Contact Name: Steve SDann

Troubleshooting Contact Telephone Number: 816-

Troubleshooting Contact Fax Number:

Troubleshooting Contact Mailing Address:

923 E. Sahara

Suite D-2

Las Vegas NV 89104

Troubleshooting Contact E-mail Address: steve@americamedia.com

16. If ESBI handles your end user customer service inquiries, there are times when we are in receipt of written correspondence from the end user. In these instances, ESBI will provide a verbal or written response back to the end user and then the correspondence from the end user will be forwarded to your company.

Correspondence should be addressed to the attention of: Same

Mailing Address:

Phone number:

E-mail Address:

REGULATORY INFORMATION

ESBI will use the following procedures when ESBI receives a regulatory complaint regarding such Service Provider.

- ③ The account number is researched to determine the status and activity on the account, including any credits that may have been noted in ESBI's system.

- ③ If the end user requests a credit, then ESBI will issue the necessary credit. In addition, ESBI will attempt to resolve the complaint if the regulatory agency requests ESBI to handle the complaint.
 - ③ ESBI will formulate a response to the agency. The response will vary depending on whether ESBI handles regulatory complaints for such Service Provider. ESBI will also request that the agency serve the Service Provider directly with the complaint unless ESBI handles regulatory complaints for the Service Provider.
 - ③ ESBI will send a copy of ESBI's response to the Service Provider, as well as the end user that filed the agency complaint.
17. Do you wish to handle your own Regulatory complaints?
Yes

**** Regulatory contact information is required for each service provider.

Regulatory Contact Name: Jon Shields
 Regulatory Contact Telephone Number: 406-
 Regulatory Contact Fax Number: (406)
 Regulatory Contact Mailing Address:
 SHIELDS LAW FIRM, PC
 333 University
 Missoula, Montana 59801
 Regulatory Contact E-mail Address: shields@montana.com

STANDARD GUIDELINES FOR ENHANCED SERVICE PRODUCTS
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If the end users deny all knowledge of the 4250 record, the service will be explained to the end user. If the customer continues to deny all knowledge of authorizing the service, credit will be provided. (If LOA information is attached to the end users account, specific authorization information will also be provided to the end user.)

** As the Service Provider, you must cancel the service for any end user that has requested it. This information will be passed back to you in the Customer

Enhanced Services Billing, Inc.
(CS 08-04-04)

Service Weekly Reports in BC WebTrack and immediate cancellation should be provided to the end user.

**** Although the general outline of processing has been provided on this worksheet, ESBI reserves the right to monitor or handle individual calls, regulatory complaints, correspondence and e-mails from time to time on an as-needed basis as determined by ESBI in its sole discretion.**

CUSTOMER DATA FORM

New Account	<input type="checkbox"/>	Telephone/Fax	<input type="checkbox"/>	Additional ALID	<input type="checkbox"/>
Address Change	<input type="checkbox"/>	Contract Change	<input type="checkbox"/>	Additional subCIC	<input type="checkbox"/>
Client Relations Change	<input type="checkbox"/>	Renewal	<input type="checkbox"/>	Additional Text Phrase	<input type="checkbox"/>
Name Change	<input type="checkbox"/>	Addendum A.	<input type="checkbox"/>	Special Instructions	<input type="checkbox"/>
Contact Change	<input checked="" type="checkbox"/>	Addendum B.	<input type="checkbox"/>	Assignment and Assumption	<input type="checkbox"/>
Customized OnNet	<input type="checkbox"/>	Vision Track License	<input type="checkbox"/>	Customer 800# on LEC Bill	<input type="checkbox"/>

Date: 02/23/09	Sales Rep:
Contract Term: 1 year	Requested By: Roberta Trevino
Rate Type:	C.R. Rep.: To Be Assigned
ESBI Product Code:	Need Customer Service? <input type="checkbox"/> Yes <input type="checkbox"/> No
B2P Product Type:	Inquiry Rate:
ALID(s): 3B, OA, OB, OU, UW	Manual Transfer Rate:
subCIC:	Auto Transfer Rate:
CCNA: VOS	Record Storage Fee:
Type of Contract: ESBI	Vision Track License Rates:
Division: Y - ESBI	

Company: Voicemail Services, Ltd

Address: _____

City, State, Zip: _____

Main Contact: Steve Sann

Telephone #: (816) **Fax #:** (800)470-0906

Name On Bill: <u>Voicemail Services</u>
(Must Be Identical To Name In Certification)

Contract Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
Accounting Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
IT Contact:	Nate Sann	Phone:	(406)	Fax:	(800)470-0906
Fax Confirm Contact:	Nate Sann	Phone:	(406)	Fax:	(800)470-0906
Customer Service Contact:	Greg Lane	Phone:	(406)	Fax:	(800)470-0906
Investigations Auto Fax :		Phone:	()	Fax:	() -
Regulatory Contact:	Rob Braach	Phone:	(406)	Fax:	(800)470-0906
E-Mail Address:	support@myvoicemailservi	800 # :	(866)473-1981	800 :	() -

BBS ALID	<input type="checkbox"/>	Validates	<input type="checkbox"/> Yes <input type="checkbox"/> No	Charge for ALID	<input type="checkbox"/>	Charge for 800#	<input type="checkbox"/>
-----------------	--------------------------	------------------	--	------------------------	--------------------------	------------------------	--------------------------

TN Billing Password Provided to:	_____	Date Provided:	_____
---	-------	-----------------------	-------

Customer Accounting Vendor # (TALID):	_____	Sort #:	_____
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Special Instructions

Revised: 6/10/08

France, Lauren

From: Steve Sann <steve@americamedia.com>
Sent: Monday, January 19, 2009 9:18 AM
To: Denise Desilva
Subject: RE: FairPoint Transition

Categories: Emerica

Denise, can you please add these two emails to the Blast List:

Rob@AmericaMedia.com
Nate@AmericaMedia.com

Thanks!

Steve Sann
Emerica Media Corporation
AmericaMedia.com
(816) REDACTED

From: Denise Desilva
Sent: Mon 1/19/2009 7:13 AM
To: Steve Sann
Subject: RE: FairPoint Transition

Good morning,

On any of the issues related to Voicemail Services, please work directly with Roberta. I spoke to Melissa last night and she stated she was working on scheduling a call regarding your spilt from Lee.

Hopefully, we will know how to move forward shortly.

Ps. I think I will wait until it warms up before I visit... ☺

Denise DeSilva
Director, Client Relations & Implementation
BSG Clearing Solutions
(210) REDACTED phone
(210) REDACTED fax
REDACTED

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From: Steve Sann [mailto:steve@americamedia.com]
Sent: Friday, January 16, 2009 8:38 AM
To: Denise Desilva
Subject: RE: FairPoint Transition

I think that is a huge responsibility, Denise! But if anybody has proven they can lead the embattled troops, it's been you at the call center!

Thank you for asking -- yes, we seem to be maintaining our customer base and still enjoying a steady growth.

I was speaking with Melissa regarding Voice Mail Services and SecurAtDat: In the past Lee Liatsis has been our representative, but now that responsibility is returning to me, as we are pulling all our billing processing and regulatory back in house (Montana). We would love to have you visit us this summer, Denise (unless you like to ski, then now would be perfect)!

We are also adding some effective new products, like an on-line Computer data backup service through SecurAtDat. This enables our customers to back up their computers automatically on line, off site, rather than fuss with a local drive. I am confident this will be a growing market for us, along with a new Electronic Warranty program that we are developing.

How do you wish for me to work with you...Roberta has been Lee's rep in the past; Silvano has been mine. Should I work with Roberta or do you wish to assign me to another rep?

ss

Steve Sann
America Media Corporation
AmericaMedia.com
(816) REDACTED

From: Denise Desilva
Sent: Fri 1/16/2009 7:06 AM
To: Steve Sann
Subject: RE: FairPoint Transition

Thanks! It will definitely be a change and a challenge.....

How have things been going with your business? Are you holding steady with all the changes in the internet marketing world?

Denise DeSilva
Director, Client Relations & Implementation
BSG Clearing Solutions
(210) REDACTED phone
(210) fax
REDACTED

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From: Steve Sann [mailto:steve@americamedia.com]
Sent: Friday, January 16, 2009 8:02 AM
To: Denise Desilva
Subject: RE: FairPoint Transition

Hi, Denise. I understand you are now assuming a position over all customer relations... that's exciting, and I look forward to working with you!

-- Steve

Steve Sann
America Media Corporation
AmericaMedia.com
(816) REDACTED

From: Denise Desilva
Sent: Thu 1/15/2009 1:41 PM
To: Blast List ACI; Blast List ACI 900; Blast List ESBI; Blast List USBI; Blast List ZPDI
Cc: Sally Welge
Subject: FairPoint Transition

January 15, 2009

To: All BSG Clients – OAN, USBI, ZPDI, & ESBI
From: BSG LEC Relations
Date: January 15, 2009
Re: FairPoint transition
Effective Date: January 30, 2009

BSG has been notified by Verizon that the Transition Services Agreement (“TSR”) between Verizon and FairPoint will expire later this month and that effective January 27th the billing services for the States of New Hampshire, Maine and Vermont will transition to FairPoint through their billing program administered by Solix.

The regions formally billed through Verizon OCN 9102 will now be available through Solix. Each state will now have an individual operating company number (“OCN”) assigned to it.

<u>State</u>	<u>OCN</u>
Maine	5111
New Hampshire	5113
Vermont	5115

Effective with files submitted on January 27, 2009 BSG will begin guiding messages to Solix for the above listed states.

We appreciate your cooperation during this transition. Should you have any questions please do not hesitate to contact your account manager for assistance.

Sincerely,

Sally Welge
Director LEC Relations
BSG Clearing Solutions

Denise DeSilva
Director, Client Relations & Implementation
BSG Clearing Solutions
(210) REDACTED phone
(210) fax
REDACTED

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France, Lauren

From: Rob Braach <rob@americamedia.com>
Sent: Friday, February 05, 2010 11:27 AM
To: Roberta Trevino
Subject: RE: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Categories: American EVoice

I think Cheri might already have obtained signatures. I gather that the contract would be ok though?

De: Roberta Trevino |REDACTED
Enviado el: vie 2/5/2010 10:06
Para: Rob Braach
Asunto: Re: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Are you able to provide a copy??

Thanks,
Roberta
Sent via Blackberry

-----Original Message-----

From: Rob Braach <rob@americamedia.com>
To: Roberta Trevino
Sent: Fri Feb 05 06:54:21 2010
Subject: RE: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

each company has signed a management agreement with Emerica Media giving Steve management and contract authority as necessary. In any event, when I return I will update as you requested.

Thanks

De: Roberta Trevino |REDACTED
Enviado el: mié 2/3/2010 8:13
Para: Rob Braach
Asunto: RE: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Rob,

What do you mean by Steve has "contractual authority to bind the companies?" There is nothing that we have on file that ties Steve to these companies therefore the contract owners would need to sign the agreements.

You had previously mentioned that you were going through a change of ownership (?) at one time. I will need the amended articles of incorporation (AOI) reflecting the change before we could make the change of the new owner.

Thanks.

Roberta Trevino

BSG Clearing Solutions

210. REDACTED direct

210. fax

REDACTED

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From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Wednesday, February 03, 2010 7:53 AM
To: Roberta Trevino
Subject: RE: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Can you please send me the AOI form that I need to complete? Are you sure it is not acceptable to have Steve sign the forms rather than a company officer? Steve had contractual authority to bind the companies.

Thanks

De: Roberta Trevino REDACTED
Enviado el: mar 2/2/2010 4:47
Para: Rob Braach
CC: Rebekah Cockrell
Asunto: RE: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Rob,

We are not going to be able to the visiontrack agreements that you faxed over. Once I receive back I will forward over.

I have requested the address to be changed on the Voicemail Services contract. As for Network Assurance and American EVoice the contact information is based off the contract. If you are going to be changing those then I will need the updated AOI that show the new owners of the accounts. Until then we will need the contract owners of the accounts to sign the forms.

Please let me know if you have any questions.

Thanks.

Roberta Trevino

BSG Clearing Solutions

210. REDACTED -direct

210. -fax

REDACTED

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From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Thursday, January 28, 2010 9:44 AM
To: Roberta Trevino
Cc: Rebekah Cockrell
Subject: RE: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Hi Roberta,

I made some name and address changes and will have Steve sign today and will fax them over to you this morning. Any chance they can get turned on today?

From: Roberta Trevino REDACTED
Sent: Thursday, January 21, 2010 3:57 PM
To: Rob Braach
Subject: FW: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Rob,

Attached are the visiontrack license agreements for each company. Once you sign and return we can setup the remaining logins.

Thanks!

Roberta Trevino

BSG Clearing Solutions

210. REDACTED -direct

210. -fax

REDACTED

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From: Roberta Trevino |REDACTED
Sent: Wednesday, January 13, 2010 2:58 PM
To: Rob Braach; Steve Sann
Subject: Visiontrack agreements for Voicemail Services, American Evoice and Network Assurance

Rob,

As discussed, our current visiontrack fees are a \$500.00 one time setup fee and for full access, which is what you have been utilizing on Voicemail Services, is \$1500 per month. Customer Service has agreed to a reducing the one time setup fee to \$200.00 for each company and the monthly recurring fee for full access would be \$275.00 for each company. In addition to those charges there is a \$0.10 charge for each EC (electronic credit)/SS (sustain)/IQ (inquiry) tagged. CK (Checks) and MM (manual memos) are charged at your regular inquiry charge per your contract.

Please let me know if this is agreeable and I will have the visiontrack license agreements drafted up and sent out.

Thanks!

Roberta Trevino

BSG Clearing Solutions

210. REDACTED-direct

210. -fax

REDACTED

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France, Laureen

From: Lee Liatsis <REDACTED@earthlink.net>
Sent: Tuesday, February 17, 2009 10:36 AM
To: Roberta Trevino
Cc: steve@americamedia.com
Subject: Revised Contact Sheet - Network Assurance
Attachments: contactsheet1 BSG Network Assurance 2-2009.doc

Roberta,

I have attached a revised contact sheet for Network Assurance. Steve Sann will now be the main contact. Please call me with any questions.

Thanks,

Lee

Account Contact Information

Company Name on Contract: Network Assurance, Inc

Alid: E036
subCIC: 444

Address: REDACTED

City, State, Zipcode: Camano Island, WA 98202 Phone Number: 866-505-6911

Main Contact: Steve Sann Tel#: 816-REDACTED Fax#: 800-470-0906
Email Address: steve@emicamedia.com

Contract Contact: Rob Braach Tel#: 406-REDACTED Fax#: 800-470-0906
Email Address: rob@emicamedia.com

Accounting Contact: Rob Braach Tel #: 406-REDACTED Fax# 800-470-0906
Email Address: rob@emicamedia.com

Regulatory Contact: Rob Braach Tel#: 406-REDACTED Fax#: 800-470-0906
Email Address: rob@emicamedia.com

MIS Contact: Nathan Sann Tel#: 406-REDACTED Fax#: 800-470-0906
Email Address: Nate@emicamedia.com

MIS Email Confirmations: nate@emicamedia.com

Customer Service Contact: Greg Lane Tel#: 406-REDACTED Fax#: 800-470-0906
Email Address: greg@emicamedia.com

Company Email Address: support@mynetworkassurance.com
Company Web Address:

Company 800#: 888-568-6361

France, Lauren

From: Steve Sann <steve@americamedia.com>
Sent: Thursday, June 25, 2009 11:28 AM
To: Roberta Trevino
Cc: Nathan Sann; Rob Braach; Michelle Nix
Subject: RE: Internet Connectivity issues to BSG--UPDATE

Categories: Emerica

Robert:

Would you please add Nate@americamedia.com and Rob@americamedia.com to this email list. Nate and Rob process our billing. Thank you!

Steve Sann
Emerica Media Corporation
EmericaMedia.com
(816) REDACTED

From: Roberta Trevino
Sent: Thu 6/25/2009 12:05 PM
To: Roberta Trevino
Subject: RE: Internet Connectivity issues to BSG--UPDATE

UPDATE:

All products are back up except access to the webtrack ftp site. Customers will not be able to download or upload files to us at this time.

From: Roberta Trevino
Sent: Thursday, June 25, 2009 12:16 PM
To: Roberta Trevino
Subject: Internet Connectivity issues to BSG
Importance: High

At this time, we are experiencing internet connectivity issues that will prevent our customers from obtaining access to the following products:

BC Webtrack

FTP Webtrack

Vision Track

BC BETI

Credit Card

Bill2Phone

Voice Log

We are working on this resolving this issue asap. I will let you know once I receive more information.

Thanks,
Roberta

France, Lauren

From: Bob Thomas
Sent: Friday, October 09, 2009 6:42 AM
To: Roberta Trevino
Cc: Denise Desilva
Subject: FW: settlement issue

Categories: American EVoice

Roberta,
Steve Sann approved below and I will stop the wires. If Steve does not have the authority on these three accounts please let me know.

Thank you,
Bob

From: Steve Sann [<mailto:steve@americamedia.com>]
Sent: Thursday, October 08, 2009 9:50 PM
To: Bob Thomas
Cc: Rob Braach
Subject: RE: settlement issue

Hi, Bob. Just a note to confirm approval. Let me know if anything more is needed.

Thank you!

-- Steve Sann

Steve Sann
America Media Corporation
AmericaMedia.com
(816) REDACTED

From: Rob Braach
Sent: Thu 10/8/2009 3:37 PM
To: REDACTED@bsgclearing.com
Cc: Steve Sann
Subject: settlement issue

Hello Bob,

Please defer the settlements for the following entities until after the first of the year. We expect a lower volume of settlements next year and want to match up revenues with expenses.

American Evoice Inc: 000444/E036
Voice Mail Services: 000571/O3B,OA,OB, OU,UW
Network Assurance Inc: 000444/E036

Steve Sann is the authorized signer for Voice Mail Services and I have Cc'd him. Also, Steve has management authority for American eVoice and Network Assurance. Should you need signed copies of the agreements please let me know.

Should you have any questions please feel free to contact me at 406-REDACTED or Steve at 816-REDACTED.

Sincerely,

Rob Braach, CPA
Emerica Media Corporation
2120 So Reserve St PMB 210
Missoula MT 59801
office: 406- REDACTED
cell: 406-
rob@emicamedia.com

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April 11, 2008

Steve Sann
Voicemail Services
1001 East Broadway Street #207
Missoula, MT 59802

Via Electronic Mail

Re: March Performance Indicators

Dear Steve:

As you may be aware, BSG has recently implemented new procedures associated with monitoring each of our client's "performance indicators." These performance indicators include regulatory inquiries, LEC inquiries, end user adjustments, and end-user inquiries, or other factors that might be symptomatic of a concern. BSG will also be requesting *random samples* for quality assurance as a standard measure, regardless of the overall performance of each client's product.

BSG has implemented these proactive measures in order to help maintain our shared focus of responsible billing practices. Working together, we can minimize escalated actions that could have a detrimental impact on our business relationship.

Based on BSG's performance indicators, the following thresholds were exceeded:

Performance Indicator (Inquiries/Records)	Records	Inquiries	BSG Threshold	Actual
Regulatory	41,120	5	0.01% and >1 Inq	0.012%
Performance Indicator (75% of LEC Threshold)	Renderings	Inquiries	BSG Threshold	Actual
LEC Verizon (1% Ratio of Inquiries/Renderings)	10766	87	0.75%	0.8081%

BSG would like to request the letters of authorization related to the accounts referenced in the attached sheet. All requested authorizations should be in one of the following approved formats- doc, xls or pdf. In addition, since internet marketing is also utilized, BSG also requires the website creative or landing pages that were used during each end user's sign-up process. Please upload the authorization, and marketing information to your BBS directory either zipped using an extension of cqc, or unzipped using an extension of doc, xls or pdf. Please provide the requested information on or before April 25, 2008. If the information is not received by this date, we will place a temporary suspension until the requested records are received.

We appreciate your attention to this issue as these information requests are time sensitive and your compliance and cooperation is greatly appreciated. If you have any questions regarding our request, please contact me directly at (210) [REDACTED]

Respectfully,

Roberta Trevino
Account Manager

VOICEMAIL SERVICES LTD
March PI

ALID	BillNumber	CallDate	ChargeAmount	ExpandedTextPhrase	SubCic	LEC #	OCN #	Tapeld
00000U	202	21-Jan-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9211	ESI1214H
00000U	215	10-Dec-07	14.95	VOICEMAIL MNTHLYFEE	000510	14	9208	ESHC101T
00000U	215	17-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9208	ESI3173W
00000U	225	03-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3031Z
00000B	251	15-Feb-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI2156R
00000U	256	03-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3031Z
00000U	301	17-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9212	ESI3173W
00000U	301	04-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9212	ESI3044P
00000U	304	03-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9214	ESI3031Z
00000U	304	10-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9214	ESI3101Z
00000U	305	10-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9417	ESI3101Z
00000U	318	12-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3125N
00000U	337	03-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3031Z
00000U	410	29-Feb-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9212	ESI2299N
00000U	478	17-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9417	ESI3173W
00000B	561	24-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9417	ESI3244D
00000U	601	03-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3031Z
00000U	601	14-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI31456
00000U	601	17-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3173W
00000U	601	10-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3101Z
00000U	609	03-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9206	ESI3031Z
00000U	609	03-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9206	ESI3031Z
00000U	609	03-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9206	ESI3031Z
00000U	610	03-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9208	ESI3031Z
00000U	703	04-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9213	ESI3044P
00000U	703	10-Mar-08	14.95	VOICEMAIL MNTHLYFEE	000510	14	9213	ESI3101Z
00000U	731	20-Feb-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI2204P
00000U	770	17-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9417	ESI3173W
00000B	828	15-Jan-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9417	ESI11551
00000U	901	12-Mar-08	14.95	VOICE MAIL SERVICE MONTHLY FEE	000510	20	9419	ESI3125N

Confidential Proprietary

France, Laureen

From: Roberta Trevino
Sent: Wednesday, April 29, 2009 5:11 PM
To: 'Rob Braach'; Steve Sann
Subject: Verizon Action Plan Request Network Assurance March 2009 complaints- due May 7th
Attachments: Network Assurance Verizon Action Plan Request-march complaints.doc

Importance: High

Categories: Network Assurance

Steve/Rob,

We received notice from Verizon that Network Assurance has exceeded the complaint threshold for the month of March and they are requesting an action plan as to what steps Network Assurance will be taking to reduce their complaints levels.

At a minimum, the action plan must include a detailed account of the following:

1. Investigative steps taken to determine the cause of elevated cramming inquiries.
2. Findings of the investigation.
3. Remedial actions implemented to reduce cramming inquiries in Verizon regions to acceptable levels and the date by which the Sub-CIC commits to be in compliance.
4. Sub-CIC's plan to maintain acceptable levels of inquiries

The subCIC is also placed on a 90 day probation period and needs to be below the 1% threshold at the end of the 90 days. Please read the attached letter. This action plan needs to be received by May 7, 2009.

Thanks.

Roberta Trevino
BSG Clearing Solutions
210. REDACTED direct
210. fax
REDACTED



April 29, 2009

Steve Sann
Network Assurance

Sent via electronic Mail

Re: Verizon Cramming Notice – March 2009

Dear Steve:

In September 2004, Verizon implemented an anti-cramming policy for all service providers billing in the Verizon regions as part of their on-going efforts to adhere to FCC cramming guidelines. Under this policy, Verizon continuously monitors the level of cramming related inquiries that Verizon receives on a monthly basis and requires that each service provider must maintain complaint levels below 150 complaints or 1% of billings per month, whichever is less.

Service providers that exceed the threshold are required to submit an action plan to Verizon through Billing Clearing Solutions ("BSG") within 10 days. Verizon may terminate billing for any service provider that exceeds Verizon's thresholds or if a service provider does not submit an action plan within the prescribed 10 day period.

According to Verizon, **Network Assurance** has received **131** cramming related inquiries equating to **1.25%**. This complaint level is in excess of Verizon's threshold.

By receipt of this letter, please be advised that BSG is requesting a formal action plan from **Network Assurance** by the close of business on **May 7, 2009**. We have been advised by Verizon that **no deadline extensions** will be granted. It is critical that you begin to put together your action plan immediately.

When completing your action plan, you will need to do a thorough investigation of your product from the point of sale, to the quality of the confirmation to the purchasing party, as well as the welcome package and any follow-up materials should be reviewed for compliance and quality. Additionally, Verizon would like a summary of the investigation to include the cause of the elevated inquiries, the remedial actions that will be implemented to reduce the inquiries, the date that the SubCIC expects to be compliant (must be w/in 90 day period), and the SubCIC's plan to maintain acceptable levels of inquiries in the future.

Thank you for your cooperation and please contact me if you have any questions.

Sincerely,

Roberta Trevino
Account Manager

France, Lauren

From: Rob Braach <rob@americamedia.com>
Sent: Thursday, July 16, 2009 12:33 PM
To: Roberta Trevino
Cc: steve@americamedia.com; Rob Braach
Subject: RE: American eVoice Verizon June complaints

Categories: American EVoice

Hi Roberta,

I suspect what happened is that the call center problems we experienced in June is the culprit. As I recall, we had technical shut downs on 4 occasions in June and thus a good deal of calls then went to the LEC's. We have only had one issue in July so far with the call center and we proactively routed calls to ILD and BSG. If that is not the reason, I am not sure what the problem is. I posed a question to Steve about suspending marketing in the Verizon east region for perhaps the rest of July and then August but am waiting on his reply.

Rob Braach, CPA, COO
Emerica Media Corporation
2120 So Reserve St PMB 210
Missoula MT 59801
office: 406-REDACTED
cell: 406-
rob@americamedia.com

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From: Roberta Trevino REDACTED
Sent: Wednesday, July 15, 2009 5:57 PM
To: Rob Braach; Steve Sann
Subject: American eVoice Verizon June complaints

Rob,

I am also seeing a big spike for American eVoice. For the month of June the percentage in the Verizon region is at 1.41%. We have not received notification from Verizon as of yet but they could request an action plan and place this subCIC on a 90 days probation period. For the month of May your percentage was .48% and 108 complaints. Do you know what may have caused this increase?

Roberta Trevino
BSG Clearing Solutions
210 REDACTED direct
210. . . . -fax
REDACTED

France, Laureen

From: Roberta Trevino
Sent: Monday, July 27, 2009 7:37 AM
To: 'Rob Braach'
Cc: richard@REDACTED.com; Steve Sann; Nathan Sann
Subject: RE: Fontier/Citizens

Importance: High

Categories: American EVoice

Rob/Steve,
Effective August 1st Voicemail Services, Network Assurance and American eVoice btns will be added to our internal no new billing table. Any btns that are submitted that were not billed in the past 60 days will reject upfront. If you do decide that you want to begin billing new sales in these regions that we will need to submit updated marketing that includes one of the new validation methods required by Citizens/Frontier.

Thanks,
Roberta

From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Friday, July 24, 2009 2:35 PM
To: Roberta Trevino
Cc: richard@REDACTED.com; steve@americamedia.com; Nathan Sann
Subject: Fontier/Citizens

Hi Roberta,

This will confirm that we do not intend to submit forms at this time to allow us to do new marketing in those OCN's as of August 1, 2009. We will edit our OCN's to reflect that. Should you have any questions please let me know.

Rob Braach, Contracting COO
Emerica Media Corporation
2120 So Reserve St PMB 210
Missoula MT 59801
office: 406-REDACTED
cell: 406-
rob@americamedia.com

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Code for underpayment of federal taxes, or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

France, Lauren

From: Sally Welge
Sent: Friday, August 21, 2009 1:34 PM
To: Denise Desilva
Subject: FW: ATT action plan VMS and AEV
Attachments: ATT Action Plan BSG update - AEV aug 2009.doc; ATT Action Plan BSG update - Voice Mail Services aug 2009.doc

Categories: American EVoice

From: Roberta Trevino
Sent: Thursday, August 20, 2009 02:48 PM
To: Sally Welge
Subject: FW: ATT action plan VMS and AEV

Here are the AT&T action plans for American Evoice and Voicemail Services.

Thanks
Roberta

From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Wednesday, August 19, 2009 4:20 PM
To: Roberta Trevino
Cc: rob@americamedia.com
Subject: ATT action plan VMS and AEV

From: Rob Braach
Sent: Sun 8/16/2009 4:44 PM
To: Roberta Trevino
Subject: RE: AT&T June 2009 Action Plan Request due Aug 21st-Voicemail Services

Roberta,

Who should the letter be addressed to?

From: Roberta Trevino **REDACTED**
Sent: Friday, August 14, 2009 4:05 PM
To: Steve Sann; Rob Braach
Subject: AT&T June 2009 Action Plan Request due Aug 21st-Voicemail Services

Steve,
Not sure what happened or how long I was talking to myself but I tried to call back a couple of times and I just got your voicemail.

We received notification today from AT&T that they are requesting an action plan to be submitted outlining steps that Voicemail Services will be taking to reduce your complaint levels in the AT&T region. Voicemail Services received 52 complaints in the month of June. AT&T is requesting that the action plan be submitted by Aug 21st. Voicemail Services needs to work at reducing the complaint levels immediately. If AT&T does not see an improvement Voicemail Services could lose the ability to bill in all AT&T regions.

Jun-09	SubCIC	Alid	All AT&T	AT&T	AT&T	AT&T	AT&T	AT&T	
			22-State	All Comp	MidWest +	South	West	South	Ratio
			Renderings	22 State	East	West		East	
ESBI:									
Voicemail Services	510	7C,OB,OU	36746	80	11	10	7	52	0.22%

Please give me a call on Monday to discuss further.

Thanks.

Roberta Trevino
 BSG Clearing Solutions
 210. REDACTED direct
 210. _____ fax
 REDACTED

American eVoice, Ltd
2120 South Reserve Street PMB 239
Missoula, MT 59801

August 19, 2009

Ms. Sally Welge
Director - LEC Relations
BSG Clearing Solutions
7411 John Smith Drive, Suite 200
San Antonio, TX 78229-0442

Re: AT&T Action Plan

Dear Ms. Welge,

As you well know, American eVoice, Ltd considers customer complaints to be a very serious matter. We strive to minimize customer dissatisfaction with our products and continually try to maintain a courteous and responsive call center and customer service department.

On April 22, 2009, of this year we started the process of routing our customer calls from a domestic call center to a Caribbean based call center. The transition was completed as of May 1. The transition went pretty smoothly in the month of May from a technical standpoint but the call center began to experience some technical difficulties in early June. The initial problem was where the agent could hear the caller but not the agent. Subsequent issues in June resulted from some "firewall" issues and while the IT Department of the call center tried to rapidly resolve the problem, the fix was not exactly quick nor without some ongoing glitches. Besides firewall issues, Global Crossing also experienced "several periods of instability on the routers associated with service." The last issue the call center experienced was on July 6 for only about twenty minutes. It does appear they have solved their technical problems.

To the extent that we were aware the center might be down while they worked on remedies, we were proactive in switching our calls to the BSG call center. That said, we experienced significant call center problems on four days in June and thus calls into the LECC's increased accordingly. We now make twenty test calls per week into the call center to monitor potential problems.

All of our new marketing is run through a rigorous validation test in real time and we further review every accepted lead physically and we generally reject less than 1% of said accepted leads through the use of a physical review process. The validation software on average rejects about three out of four lead. We feel our review process is at the upper level of Industry Standards.

The call center issue was further compounded by the fact that the BSG call center did not have access to our Electronic Letters of Authorization (ELOA's). We have now made the ELOA's available to BSG and expect that step to help lessen our complaint volume.

We are finalizing contract negotiations with another call center and are instituting plans to staff our own call center. These steps will help us maintain call center integrity in the very near future. We expect to have the other call center under contract and operational by the end of October 2009 with the goal of splitting our call volume. Our own call center will tentatively be staffed by the end of the first quarter of 2010, which should allow us to cover twenty percent of our expected call volume.

Should you have any questions or desire any further information, please feel free to call me.

Sincerely,

Rob Braach
Contracting Regulatory Manager

Voice Mail Services, Ltd.
2120 South Reserve Street PMB 343
Missoula, MT 59801
Voice - 866-597-0928 Fax - 775-REDACTED

August 19, 2009

Ms. Sally Welge
Director - LEC Relations
BSG Clearing Solutions
7411 John Smith Drive, Suite 200
San Antonio, TX 78229-0442

Re: AT&T Action Plan

Dear Ms. Welge,

As you well know, Voice Mail Services considers customer complaints to be a very serious matter. We strive to minimize customer dissatisfaction with our products and continually try to maintain a courteous and responsive call center and customer service department.

On April 22, 2009, of this year we started the process of routing our customer calls from a domestic call center to a Caribbean based call center. The transition was completed as of May 1. The transition went pretty smoothly in the month of May from a technical standpoint but the call center began to experience some technical difficulties in early June. The initial problem was where the agent could hear the caller but not the agent. Subsequent issues in June resulted from some "firewall" issues and while the IT Department of the call center tried to rapidly resolve the problem, the fix was not exactly quick nor without some ongoing glitches. Besides firewall issues, Global Crossing also experienced "several periods of instability on the routers associated with service." The last issue the call center experienced was on July 6 for only about twenty minutes. It does appear they have solved their technical problems.

To the extent that we were aware the center might be down while they worked on remedies, we were proactive in switching our calls to the BSG call center. That said, we experienced significant call center problems on four days in June and thus calls into the LECC's increased accordingly. We now make twenty test calls per week into the call center to monitor potential problems.

All of our new marketing is run through a rigorous validation test in real time and we further review every accepted lead physically and we generally reject less than 1% of said accepted leads through the use of our physical review process. The validation software on average rejects about three out of four leads. We feel our review processes are at the top level of Industry Standards.

The call center issue was further compounded by the fact that the BSG call center did not have access to our Electronic Letters of Authorization (ELOA's). We have now made the ELOA's available to BSG and expect that step to help lessen our complaint volume.

We are finalizing contract negotiations with another call center and are instituting plans to staff our own call center. These steps will help us maintain call center integrity in the very near future. We expect to have the other call center under contract and operational by the end of October 2009 with the goal of splitting our call volume. Our own call center will tentatively be staffed by the end of the first quarter of 2010, which should allow us to cover twenty percent of our expected call volume.

Should you have any questions or desire any further information, please feel free to call me.

Sincerely,

Steven V. Sann
President

France, Lauren

From: Rob Braach <rob@americamedia.com>
Sent: Saturday, August 22, 2009 7:59 AM
To: Denise Desilva
Cc: steve@americamedia.com
Subject: RE: AEV Verizon Action Plan

Categories: American EVoice

I will revise one of the letters. I will have to do the same with Verizon. They are legally different companies and Steve is not a shareholder in American eVoice.

From: Denise Desilva]REDACTED
Sent: Sat 8/22/2009 8:41 AM
To: Rob Braach
Subject: RE: AEV Verizon Action Plan

Okay. Maybe we can handle this via email.... The reason the AT&T plans were sent back was due to them being exactly the same from two companies. Although, two independent companies can use the same call center and have the same problems, it would be extremely ironic that they would both write the exact same wording, verbatim. I spoke with Steve and advised if these are two different companies, you do not really want to provide the EXACT same response unless they are indeed related. AT&T will see they are mirror images and link the companies together..

So, this really doesn't have anything to do with Verizon, unless you have also received recent requests from Roberta related to an action plan... Steve stated he would try to get the action plans fixed by no later than Monday at noon when I spoke with him on Friday.

Let me know if I can help in any way... Thanks!!

Denise DeSilva
Director, Client Relations & Implementation
BSG Clearing Solutions
(210) REDACTED phone
(210) fax
REDACTED

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From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Saturday, August 22, 2009 9:33 AM
To: Denise Desilva
Subject: RE: AEV Verizon Action Plan

I will try shortly. I am in the Dominican Republic having finished visiting a new call center. My flight is not scheduled out until tomorrow nite at 9 pm and arrive Missoula Monday at 4:30 pm. My cell phone is not working here.

From: Denise Desilva REDACTED
Sent: Sat 8/22/2009 8:27 AM
To: Rob Braach
Subject: RE: AEV Verizon Action Plan

Can you give me a call? 210-483-3715... Thanks!

Denise DeSilva
Director, Client Relations & Implementation
BSG Clearing Solutions
(210) REDACTED phone
(210) fax
REDACTED

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From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Saturday, August 22, 2009 9:23 AM
To: Denise Desilva
Cc: steve@americamedia.com; Rob Braach
Subject: AEV Verizon Action Plan

Denise,

Attached is AEV action plan. I have had some troubles using word remotely so please let me know if you see any issues.

Best Regards

Rob Braach

France, Laureen

From: Nathan Sann <nate@americamedia.com>
Sent: Tuesday, August 25, 2009 1:45 PM
To: Roberta Trevino; Denise Desilva
Cc: Rob Braach; steve@americamedia.com
Subject: American eVoice
Attachments: AEV Action Plan Aug09.pdf

Categories: American EVoice

Roberta and Denise,
Here is the Action Plan for American eVoice. Please let me know if you have any other questions!
nate



August 25, 2009

Sally Welge
Director - LEC Relations
BSG Clearing Solutions
7411 John Smith Drive, Suite 200
San Antonio, TX 78229-0442

Action Plan – Verizon

Dear Sally:

American eVoice, in an effort to lower our complaints in the Verizon market, has immediately decreased marketing by 25%.

American eVoice strives to satisfy any customer dissatisfaction with our products. When we have contact with a customer, we respond to all issues related to an inquiry and, when requested, will provide credits. Our aim is to provide products and services of value to customers that desire them.

However, on April 22, 2009, of this year we started the process of routing our customer calls from a domestic call center to a Caribbean based call center. The transition was completed as of May 1. The transition began to experience some technical difficulties in early June. The agent could hear the caller, but the caller could not hear the agent. The last issue the call center experienced was on July 6 for only about twenty minutes.

These technical difficulties exacerbated our complaint volume, causing AEV to exceed the Verizon thresholds. It does appear they have resolved their technical problems.

Our sales processes have evolved over time and we have instituted improvements that should help to minimize inquiries and complaints. Since sales began, we have required online customers to provide us with a unique identifier to validate the sale. We currently require the mother's maiden name. This piece of information has proven to be a useful tool when sustaining a questioned sale and strengthens the electronic LOA.

We also capture the IP address of the computer used by the customer to sign up for this service. This information is also included in the electronic LOA. An additional reinforcement tool, a welcome email, is sent to all new customers explaining the service, charges and cancellation details. The welcome email is sent immediately after the sale is concluded, usually while the customer is still on the browser.

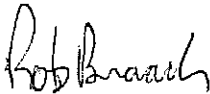
American eVoice, Ltd - 2120 South Reserve Street Suite 239 - Missoula Montana 59801

Our customer service department is always thorough when speaking with our customers. We investigate and respond to all customer queries. We have always maintained a liberal credit and cancellation policy. As long as we are able to speak with the customers, we know we can resolve any issues they may have. This is where the difficulty arises. If the customer calls our center first, their questions or concerns will be satisfied. If the customer first contacts their local carrier, some agents will ask the customer to contact the service provider while some agents automatically consider the sale to be "cramming" related. This is an ongoing industry issue that still requires resolution. American eVoice does not "cram" unauthorized charges. The Internet sales form is filled out by a consumer. We take all the appropriate and required steps necessary to try to ensure that the customer filling out the form is the actual billing party. We are all subject to the problems created by the consumer that provides false information.

American eVoice has already taken the necessary steps to minimize complaints in the Verizon market. Immediately we reduced the number of new sales by 25%. We expect to see a clear reduction in complaints going forward now that call center technical difficulties have been resolved.

I feel optimistic that the changes we have instituted, especially the decisions to strengthen controls and reduce new sales, along with ongoing customer service representative training and reinforcement, will minimize such incidents in the Verizon market. Please call me if you have any questions regarding this matter.

Sincerely,



Rob Braach

Consulting Manager

American eVoice, Ltd - 2120 South Reserve Street Suite 239 - Missoula Montana 59801

McKewen, Richard

From: Sally Welge
Sent: Tuesday, September 08, 2009 11:56 AM
To: Client Relations Group; Denise Desilva
Cc: Sally Welge; Veronica Escobedo; Sylvia Castillo
Subject: FW: Verizon Action Plans
Attachments: BSG Cram 2009-06.r1 .doc

Categories: American EVoice

Team,

I received an update from Verizon regarding my concerns with the May and June tracking periods. On the original notice the BSG numbers were far different for most of the service providers than Vz was reporting. Paul discovered the problem and resent the above attachment. Please request action plans to be submitted to BSG by Tuesday September 15th from Flat Rate LD (May), US Telecom LD (June), Enhanced LD (Denise do they even ship through us) and maybe INFO DIAL (pending Vz's response to my question). In the chart below Paul includes the July results but has NOT officially requested AP's for that period but 2 of the 5 highlighted already turned in AP's for the May/June period. Thus we may potentially have 2 more AP's due for the July period plus any others that the cites.

Advantage - was under May/June but over in July w/44 - **Paul did not have on the ltr so no action plan at this time.**

American eVoice - over June and July action plan submitted dated 8/25. (BSG July #'s are 232/19,813 = 1.17% still over)

Cheap2Dial - over in June and July, action plan submitted dated 8/11/09 (BSG July #'s are 114/8,791= 1.29%)

Enhanced LD - Evidently over the last three months - If I recall they do not ship through BSG (Denise)

Flat Rate LD - exceeded in May - no action plan has been turned in but the account has been under in June and July - **AP is required for the May results**

MCI - under threshold (May-July) no issues

MyEmailDefender - Over in July but the BSG numbers are off by 4 which puts them at .95% - **Paul did not have listed on the ltr so no AP due at this time**

Info Dial - Vz is still claiming 62 May inquiries - BSG has 17. **Will address with Vz but AP may be required**

Regional Comm Svcs - Exceeded June with 22 complaints (1.20%). Regional Commerce completed an action plan dated 8/25

US Telecom LD - Exceeded June with 154 (150 is the maximum) but was under in May and July - **AP is required for the June results**

thank you,
Sally Welge

From: Glover, Paul E (Paul) [mailto: [REDACTED]@verizon.com]

Sent: Friday, September 04, 2009 03:35 PM

To: Sally Welge

Subject:

Sally,

In light of the database discrepancies on number of cramming complaints for May and June 2009 I have attached a revised action plan request letter. The chart below shows the cramming numbers for the affected subCICs. I will be addressing the July and August numbers early this month.

Thanks for your understanding.

Paul

SubCICDescription	5/31/2009			6/30/2009			7/31/2009	
	Complaints	Bills Rendered	Cram Percent	Complaints	Bills Rendered	Cram Percent	Complaints	Bills
ADVANTAGE TELECOM	22	4525	0.49%	32	4443	0.72%	45	
American eVoice	122	21482	0.57%	320	19095	1.68%	256	
Cheap2Dial Telephone	68	6643	1.02%	106	7813	1.36%	117	
Enhanced Long Dist.	77	7195	1.07%	111	7063	1.57%	80	
Flat Rate LD	26	2218	1.17%	31	4012	0.77%	24	
MCI	27	2472	1.09%	14	2455	0.57%	5	
MyEmailDefender	6	2158	0.28%	27	3595	0.75%	48	
Regional Comm Svcs	1	1839	0.05%	24	1821	1.32%	11	
US Telecom Long Dist	135	64102	0.21%	154	62558	0.25%	128	



September 4, 2009

Ms. Sally Welge
Director LEC Relations
BSG Clearing Solutions
7411 John Smith Drive, S-200
San Antonio, TX 78229

Re: Revised cramming action plan request

Dear Ms. Welge,

Verizon Billing Services continuously monitors the level of cramming related complaints received in our customer service centers. During the months of May and June 2009 Verizon has received cramming related customer complaints in excess of the thresholds detailed in the Verizon Billing User Guide (BUG) (or has become aware of a lawsuit, public service commission complaint, or attorney general action) for the following Sub-CICs:

<u>Month</u>	<u>CIC</u>	<u>SubCIC</u>	<u>SubCICName</u>	<u>Count</u>	<u>Bills</u>	<u>% Cram</u>
30-Jun-09	78	72	Regional Comm Svcs	24	1821	1.32%
30-Jun-09	78	471	American eVoice	320	19095	1.68%
31-May-09	625	241	Enhanced Long Dist.	77	7195	1.07%
30-Jun-09	625	241	Enhanced Long Dist.	111	7063	1.59%
31-May-09	625	441	INFO Dial USA LLC	62	3229	1.92%
30-Jun-09	556	229	Cheap2Dial Telephone	106	7813	1.36%
31-May-09	556	229	Cheap2Dial Telephone	68	6643	1.02%
31-May-09	556	316	Flat Rate LD	26	2218	1.17%
30-Jun-09	556	661	US Telecom Long Dist	154	62558	0.25%

Note: Cramming complaints are tallied by Sub-CIC name; many Sub-CICs process through multiple clearinghouses. The inquiry numbers above are in aggregate, your company is being notified because Verizon shows the Sub-CIC(s) as a client of your company.

You must investigate these inquiries and provide Verizon with a detailed action plan from the Sub-CIC explaining how these complaints will be reduced below the thresholds published in the BUG within 10 business days of receipt of this letter.

The Action Plan must include a detailed account of the following:

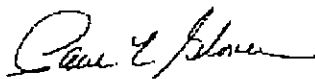
1. Investigative steps taken to determine the cause of elevated cramming inquiries.
2. Findings of the investigation.
3. Remedial actions implemented to reduce cramming inquiries in Verizon regions to acceptable levels and the date by which the Sub-CIC commits to be in compliance.
4. Sub-CIC's plan to maintain acceptable levels of inquiries.

Upon receipt of an Action Plan, acceptable to Verizon, Verizon will continue to monitor cramming complaints. Verizon may terminate a Sub-CIC if complaint levels remain above acceptable levels.

The Billing Services Agreement permits Verizon to refuse the records for any Sub-CIC that is not in conformity with the Agreement. Billing Services will be suspended if Verizon determines, in its sole discretion that providing such services adversely affects Verizon's image or reputation. Excessive complaints directly affect Verizon's image and reputation and will not be tolerated.

Please respond within 10 business days of receipt of this letter. If no response is forthcoming within that time frame, Verizon may refuse to accept billing records for this Sub-CIC(s).

Respectfully,



Paul E. Glover
Sr. Consultant
Billing Services Product Management
(617) [REDACTED]

cc: R. Rowlett

France, Lauren

From: Roberta Trevino
Sent: Sunday, September 20, 2009 8:33 PM
To: Denise Desilva
Subject: status report

Categories: American EVoice

status report

global tel link cc-turned up 2 segments this week. will be turning on another segment and possible IVR tomorrow. call @ 7am Monday morning. pending issues-reserves adn pricing which david is working on.

legacy CC-will start supplying zip code w/transactions and will turn back on cb078 on monday. scheduled weekly calls on thursday to go over weekly activity.

legacy lec billing-recd approvals from lec on price point increase for bill statement fee and regulatory assessment fee. we currently create the bill statement fee on a monthly basis.

peak communications-had call w/chas on wednesday and he is still considering starting to market Peak in additional states. briefly discussed at BBB but no date as to when he will start.

voicemail services-added SE region to no new billing table. VMS stopped marketing last month when AT&T requested action plan.

network assurance-added SE region to no new billing table. stopped marketing last month when AT&T requested action plan

Rob Braach-had call w/Rob on Friday and would like to get pricing for EBI. Would like to consider using for Voicemail Services, Network Assurance and American Evoice. will send information this week.

BBB discussions

Rob Braach/Nate Sann-American Evoice, Network Assurance, Voicemail Services-discussed using EBI indicator. also has some additional products that Steve would like to start billing. They are planning a visit to our offices in Nov.

Peak Communications-spoke w/Fred Ramer and questioned if he was still going to be expanding Peak. Said that they are still considering and will let me know what they decide to do.

Maria Zepeda-Silv Communications, United Telecom, AMerica Net-America Net bundled LD product has been approved by the LECS.

Scott White-Legent-had a discussion w/Scott regarding a voicelog issue. he mentioned that his VL account manager told him that she would be notifying me of the issues that they were noticing on their TPVS. Scott was very upset and said that he does not appreciate his tpv company reporting his issues to his billing company.

Silv Communications/United Teleco/America Net-

France, Laureen

From: Greg Carter
Sent: Friday, October 02, 2009 9:02 AM
To: Denise Desilva
Subject: RE: Network Assurance URU

Categories: American EVoice

Denise,
This request is approved.
Thanks,
Greg...

Greg M. Carter
Chief Executive Officer
BSG Clearing Solutions
7411 John Smith Dr. Suite REDACTED
San Antonio, Texas 78229
Tel: 210-REDACTED

From: Denise Desilva
Sent: Friday, October 02, 2009 10:56 AM
To: Greg Carter
Subject: FW: Network Assurance URU
Importance: High

Good morning~

We have convinced Steve Sann that he should be using validation services... We would like to waive the setup fees (\$250), and offer him EBI at .02 per request in addition to his using the validation services. We would like provide him with a slight discount on the validation costs of .18 and .05. Normally, the eighteen cents would be twenty cents....

Please approve ☺ Thanks!!

Denise DeSilva
Director, Client Relations & Implementation
BSG Clearing Solutions
(210) REDACTED phone
(210) REDACTED fax

REDACTED

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From: Roberta Trevino
Sent: Friday, October 02, 2009 10:00 AM
To: Denise Desilva
Subject: Network Assurance URU
Importance: High

Denise,
As discussed yesterday, Steve Sann would like to begin to use SSN/URU to better validate their sales. They would also like to use EBI as well. Initially they will only use it for Network Assurance as the test account and if results look good they would apply it to American eVoice and Voicemail Services. Is it possible to waive the setup fee and include ebi into the cost of URU (\$0.05 and \$0.20). Voicemail Services and American eVoice are both on a no new marketing suspension in the AT&T SE region.

Jun-Aug 09 3 month Avg

	MSGs	ZPDI\$	LEC
Network Assurance	22,879	\$ 6,122.27	\$26,838.20
American eVoice	53,352	\$14,212.95	\$63,435.28
Voicemail Services	74,393	\$30,026.23	\$85,243.95

They would like this contract as soon as possible so if you could have your meeting as soon as possible.

Roberta Trevino
BSG Clearing Solutions
210. REDACTED -direct
210. -fax
roberta.trevino@bsgclearing.com

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France, Laureen

From: Roberta Trevino
Sent: Tuesday, November 03, 2009 8:26 AM
To: Sylvia Castillo
Cc: Denise Desilva
Subject: Network Assurance, American Evoice, Voicemail Services

Categories: American EVoice

Sylvia,
As discussed, Steve Sann wants to bring on a new product/subCIC under the Voicemail Services and American EVoice contracts. Steve Sann owns Voicemail Services and is currently doing back office for Network Assurance and American EVoice. Steve is trying to get away from the voicemail services products which are currently being billed on Voicemail Services and American Evoice. One of the products that he wants to bring on is a find me follow me product w/text to voice, email and call forwarding features. I do not have the specifics as to the 2nd product at this time. Network Assurance is currently on a PIP plan so I need to know if we are going to allow him to bring on new subCICs/products under the other existing contracts. If you could please let me know as soon as possible I would appreciate it.

Thanks!

Roberta Trevino
BSG Clearing Solutions
210. REDACTED direct
210. REDACTED fax
REDACTED

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France, Lauren

From: Steve Sann <steve@americamedia.com>
Sent: Tuesday, December 08, 2009 4:35 PM
To: Roberta Trevino
Subject: GoGlobal
Attachments: GoGlobal writeup.pdf; GoGlobalVocal 02.zip

Categories: American EVoice

Roberta:

Attached is a product description for GoGlobal, which we would like to begin marketing in Voice Mail Services and American eVoice February 1st. This will replace Voice Mail products, as per AT&T's memorandum.

Can you confirm that we can submit approval forms?

— Steve

Steve Sann
America Media Corporation
AmericaMedia.com
(816) REDACTED

From: Nathan Sann
Sent: Tue 12/8/2009 3:26 PM
To: Lee Liatsis
Cc: Eric Giere; Steve Sann
Subject: Go Global White Label.

Lee,
Here is the info on the GoGlobal product lineup that we are going to see if anyone wants to white label. I have already sent you the Landing page but I included it again. The pricing is on the second page. Let me know if you need anything else!
Nate

From: Eric Giere
Sent: Tuesday, December 08, 2009 1:42 PM
To: Nathan Sann
Subject: GoGlobal

Hi Nate,

Here's a PDF with the GoGlobal information. Were there any costs associated with FindMe FollowMe that need to be listed?

Let me know.

Thanks.



A COMMUNICATIONS SUITE FEATURING

FindMe FollowMe TalkToMe Voice to Email GoGlobal Fax

GoGlobalVocal enables you to enjoy all the communication features you need to keep your business and your life at peak efficiency. Our system eliminates the cost and complexity of buying and maintaining a hardware-based phone system.

FindMe FollowMe offers you a single toll free number to ring all of your phones, including your home land line, your mobile and your office phone in any order you choose. And if you don't want to receive calls, your messages will be sent to an integrated mailbox that handles the voicemails and faxes for all of your phones!

TalkToMe Email to Voice allows you to enjoy the benefit of having email read to you over your phone. No more complicated instructions and fiddling with buttons. Instead, simply talk your way naturally through the compatible email accounts.

GoGlobal Fax creates a flexible, practical solution to your faxing requirements. Receive your faxes with a virtual toll free fax number, and have them delivered to email for reading, editing and printing. You can also send faxes conveniently with our new outbound faxing service. Simply click to print your documents and select ConnectMe Fax as your choice of printer.

Communications Suite provides an easy to use suite of services on a local or toll free number. This plan allows callers to listen to pre-recorded information and request information via fax delivered automatically. Message notification is available via e-mail, cell phone, or pager. A web interface allows you to effortlessly change options to fit your needs and lifestyle.

❖ FINDME FOLLOWME

Stay connected with a single toll free number that rings your phones in any combination you choose. Complete integration with our central mailbox for storage and retrieval of your calls provides you with seamless screening and privacy.

❖ TALKTOME EMAIL to VOICE

Simplify your life by listening to your email. It's a quick and easy way to organize and delete the volume of email that you receive each day. Or if you prefer, your email can be delivered directly to your mobile phone via text messaging (SMS).

❖ GOGLOBALFAX

Send and receive faxes with your own toll free fax line. Send faxes from your desktop and organize incoming faxes via email. An efficient, professional alternative to costly machines and phone lines.

Our GoGlobalVocal Communication Suite plan is hosted on our top grade servers that are maintained to the highest standards of performance and availability. There's no hardware or software for you to install, and any phone is capable of using the service. Included in the plan are 5 extensions that you can use to track, organize and categorize your business or personal information exchanges. There's never been an easier or more cost effective solution to manage your communication needs.

GoGlobalVocal 

Telecommunication Services

\$2000.00 per month
for first company

Includes

- ◆ All 4 services with customized branding
- ◆ Convenient web support

\$500.00 per month for additional companies

\$1500.00 set up fee

THESE FEES INCLUDE UNLIMITED ACCOUNTS

McKewen, Richard

From: Roberta Trevino
Sent: Monday, December 07, 2009 12:08 PM
To: Steve Sann (steve@emericamedia.com)
Subject: AT&T Termination Notice- Voicemail Services Southeast Region only
Attachments: 20091207074207042.pdf

Categories: Emerica

Steve,

As discussed this morning we received notification from AT&T that they are terminating billing for Voicemail Services in the Southeast region only effective December 10, 2009. As stated in the letter Voicemail Services' complaint threshold continued to remain above the AT&T complaint threshold of 50 complaints per month.

Please let me know if you have any additional questions.

Roberta Trevino
BSG Clearing Solutions
210.949 [REDACTED]-direct
210.692 [REDACTED]-fax
roberta.trevino@bsgclearing.com

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-----Original Message-----

From: Sally Welge
Sent: Monday, December 07, 2009 8:35 AM
To: Roberta Trevino
Cc: Denise Desilva; SubCIC Submittals
Subject: FW: AT&T Notice_Voicemail Services in the SE region

Roberta,
Please share the attached notice with our client Voicemail Services. The suspension for all billings in the SE will go in effect today.

Thank you,
Sally Welge



December 4, 2009

Via Electronic Mail

Ms. Sally Welge, Director of LEC Relations
Enhanced Services Billing Inc ("ESBI") and
ACI Billing Services, Inc. d/b/a OAN

[REDACTED]
San Antonio, TX 78229

And

Ms. Kelli P. Cubeta, General Counsel
Enhanced Services Billing Inc ("ESBI") and
ACI Billing Services, Inc. d/b/a OAN

[REDACTED]
San Antonio, TX 78229

RE: Termination of Billing for Two Clients/Sub-CICs

Dear Sally and Kelli:

Effective on December 10, 2009, AT&T Billing Solutions is terminating billing on behalf of the following clients/sub-CICs in the AT&T Southeast Region due to excessive cramming complaints:

- Voicemail Services billed through ESBI via Sub-CIC 510
- [REDACTED]

Cramming complaints for Voicemail Services for the months of June through September 2009 were 52, 55, 57 and 67. Cramming complaints for [REDACTED] during the same period were [REDACTED]. As you are aware, the monthly Sub-CIC threshold is 50 per month.

Both service providers were asked to provide improvement plans based on the June numbers and those plans were received by AT&T. However, the necessary improvement has not occurred.

AT&T Billing Solutions will not immediately remove credit text phrases from its systems, so that these service providers can continue to process credits to end users.

Please contact your account manager if you wish to discuss this matter.

Sincerely,

France, Lauren

From: Michelle Nix
Sent: Tuesday, February 16, 2010 11:29 AM
To: 'Steve Sann'
Cc: 'Eric Giere'; 'Rob Braach'; 'Richard@REDACTED.com'; Roberta Trevino; Michelle Nix
Subject: RE: ESK2084L

Categories: Emerica
Tracking: Recipient Read
'Steve Sann'
'Eric Giere'
'Rob Braach'
'Richard@REDACTED.com'
Roberta Trevino
Michelle Nix Read: 2/16/2010 11:36 AM

When we add numbers to the no new billing table, they are checked for Lec Rejects, Lec Adjustments, Lec Write-Offs and Customer Service. If any number we are going to add has had a Lec Reject, Lec Adjustment, Write-Off or Credit we do not add to the table for billing.

One question is are you not working your Lec Rejects, Adjustments, Write-Offs and Customers Service Files?

When I was researching, all of the numbers I looked at had been billing and rebilling for months but Lec Rejecting over and over. You should be canceling numbers when you receive a Lec Reject, Adjustment, Write-Off or Customer Service on them.

Thanks
Michelle

Michelle Nix
BSG Technical Support Analyst
702-REDACTED
210-
REDACTED

From: Steve Sann [mailto:steve@emericamedia.com]
Sent: Tuesday, February 16, 2010 10:50 AM
To: Michelle Nix
Cc: Eric Giere; Rob Braach; Richard@REDACTED.com
Subject: RE: ESK2084L

Michelle:

Please see Richard's report below. It looks like our rebilled customers were accidentally rejected Feb 1st in the BSG upfront rejects. If so, can we resubmit these?

Steve Sann
Emerica Media Corporation
EmericaMedia.com
(816)REDACTED

From: Richard Fanslow [mailto:richard@REDACTED.com]
Sent: Tue 2/16/2010 2:22 AM
To: Steve Sann
Cc: Eric Giere; Rob Braach
Subject: ESK2084L

Guys

I have looked at this several times, and each time it clearly looks like they have killed "ALL" ATT Billing, not just "NEW ATT" billing
As some of these rejects from file ESK2084L.unb go back to Nov, Oct, Sep,

We might want to get a better handle on "New Billing Restriction" for east an explanation of what happen on this file before I do anything else

Sale Date	Count Rejected
2010-02-03 00:00:00	49
2010-02-02 00:00:00	50
2010-02-01 00:00:00	23
2009-10-02 00:00:00	113
2009-10-01 00:00:00	40
2009-09-03 00:00:00	15
2009-09-02 00:00:00	11
2009-09-01 00:00:00	9
2009-08-01 00:00:00	15
2009-07-01 00:00:00	7
2009-06-03 00:00:00	21
2009-06-01 00:00:00	1
2009-05-02 00:00:00	2
2009-05-01 00:00:00	79
2009-04-03 00:00:00	7
2009-04-02 00:00:00	16
2009-02-03 00:00:00	1
2009-02-01 00:00:00	5
2009-01-03 00:00:00	7
2009-01-02 00:00:00	7
2009-01-01 00:00:00	8
2008-12-02 00:00:00	3
2008-12-01 00:00:00	8
2008-10-03 00:00:00	3
2008-09-03 00:00:00	3
2008-09-02 00:00:00	25
2008-09-01 00:00:00	39
2008-08-03 00:00:00	1
2008-07-03 00:00:00	15
2008-07-02 00:00:00	17
2008-07-01 00:00:00	4
2008-06-03 00:00:00	7
2008-06-02 00:00:00	4
2008-04-01 00:00:00	2
2008-03-03 00:00:00	3
2008-03-02 00:00:00	1

2008-01-01 00:00:00 1
2007-11-03 00:00:00 1
2007-11-01 00:00:00 1
2007-10-03 00:00:00 3
2007-09-03 00:00:00 1
2007-09-01 00:00:00 1
2007-08-01 00:00:00 2
2007-07-03 00:00:00 1
2007-06-01 00:00:00 1

Thanks

Richard (Fanz) Fanslow
R2Minds, Inc
REDACTED
Suite 403
Largo, FL 33773

(727) REDACTED Office
(727) Mobile
(727) Fax

RFanslow (AIM)

"Let us put R 2 Minds to work for you"

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-----Original Message-----

From: Steve Sann [<mailto:steve@americamedia.com>]
Sent: Monday, February 15, 2010 6:32 PM
To: Michelle Nix
Cc: Richard Fanslow; Eric Giere; Rob Braach
Subject: RE: AT&T and Verizon LEC Numbers

Steve Sann
Emerica Media Corporation

EmericaMedia.com
(816) REDACTED

From: Michelle Nix REDACTED
Sent: Mon 1/25/2010 10:02 AM
To: Steve Sann
Cc: Richard@REDACTED.com; Eric Giere
Subject: RE: AT&T and Verizon LEC Numbers

AT&T LECs

12
16
20
22
26

Verizon LECs

10
14
30
40
46
52

Thanks,
Michelle

Michelle Nix
BSG Technical Support Analyst
702.REDACTED
210.
REDACTED

From: Steve Sann [mailto:steve@emicamedia.com]
Sent: Monday, January 25, 2010 6:23 AM
To: Michelle Nix
Cc: Richard@REDACTED.com; Eric Giere
Subject: AT&T and Verizon LEC Numbers

Hi, Michelle. If Richard has not requested this already, would you please email us the most recent LEC numbers for each of the AT&T and Verizon regions? Thank you!

Steve Sann
Emerica Media Corporation
EmericaMedia.com
(816) REDACTED

France, Laureen

From: Michelle Nix
Sent: Thursday, February 25, 2010 8:51 AM
To: Steve Sann
Cc: Richard@REDACTED.com; Rob Braach; Joanna Giffin; Roberta Trevino
Subject: RE: Lec Rejects and Write Off Files -> Up Front Rejects

Categories: Emerica
Tracking: Recipient Read
Steve Sann
Richard@REDACTED.com
Rob Braach
Joanna Giffin
Roberta Trevino Read: 2/25/2010 9:39 AM

No they are not. This is your responsibility to cancel those customers on your side from future billings.

Thanks,
Michelle

Michelle Nix
BSG Technical Support Analyst
702-REDACTED
210-
REDACTED

From: Steve Sann [<mailto:steve@americamedia.com>]
Sent: Thursday, February 25, 2010 10:37 AM
To: Michelle Nix
Cc: Richard@REDACTED.com; Rob Braach; Joanna Giffin
Subject: Lec Rejects and Write Off Files -> Up Front Rejects

Michelle:

Are we to assume that all accounts that become LEC Rejects (noted in RJ1 files) or are Written Off (in WO files) are subsequently blocked by the BSG Up Front Rejects?

Steve Sann
Emerica Media Corporation
EmericaMedia.com
(816) REDACTED

France, Lauren

From: Denise Desilva
Sent: Friday, August 13, 2010 8:33 AM
To: Sally Welge
Cc: Roberta Trevino
Subject: Fw: Assistance Needed-LEC Request
Attachments: 5855468970.pdf; 5852266294.pdf; 5852341182.pdf; 5852727455.pdf; 5852939999.pdf

Categories: Emerica

As requested.. Thanks.

From: Rebekah Cockrell <rebekah@americamedia.com>
To: Denise Desilva
Sent: Fri Aug 13 10:24:13 2010
Subject: FW: Assistance Needed-LEC Request

Attached are the eloas and sign up dates. I'll see if we can find out anything more on the smartmatch criteria.

Rebekah

Rebekah Cockrell
Representative for Emerica Media Corp
2120 So Reserve St PMB 210
Missoula, MT 59801
Office: 406-830-3111
rebekah@americamedia.com

From: Rebekah Cockrell
Sent: Thursday, August 12, 2010 9:45 AM
To: Rob Braach
Subject: RE: Assistance Needed-LEC Request

Hi Rob,

Attached are all the loa's for the below phone numbers and sign up dates.

585-272- ^{REDACTED}	510	OU	VOICEMAIL SERVICES sign up date 3/19/2009
585-226- ^{REDACTED}	510	OU	VOICEMAIL SERVICES sign up date 6/13/09
585-293- ^{REDACTED}	510	OU	VOICEMAIL SERVICES sign up date 8/15/09
585-234- ^{REDACTED}	444	E036	NETWORK ASSURANCE sign up date 1/25/10
585-546- ^{REDACTED}	444	E036	NETWORK ASSURANCE sign up date 1/16/10

Let me know if you want anything else.

Rebekah

Rebekah Cockrell
Representative for Emerica Media Corp
2120 So Reserve St PMB 210
Missoula, MT 59801
Office: 406-830-3111
rebekah@emicamedia.com

From: Rob Braach
Sent: Wednesday, August 11, 2010 4:42 PM
To: Rebekah Cockrell
Subject: FW: Assistance Needed-LEC Request

Can you get me any info on this?

From: Denise Desilva [REDACTED]
Sent: Tuesday, August 10, 2010 4:40 PM
To: Steve Sann; Eric Giere; Rob Braach
Cc: Roberta Trevino
Subject: Assistance Needed-LEC Request

All~

We received a request from Legacy Frontier (LECS 76/90/80) in which some of our clients billed Frontier owned office lines. According to Frontier almost all of the lines have been theirs since prior to 1997.

I need to each company to provide the research on how they were able to bill the lines given they were LEC assigned lines and an outline of the validation process that was used for each of these acquisitions. Based on LEC Relations first glance review, it appears that some of the charges started billing prior to the August 1, 2009 date (Before Frontier required real time authentication, and many were after 8/1/2009).

Please have each BTN below investigated and respond by Thursday, cob...

585-272-[REDACTED]	510	OU	VOICEMAIL SERVICES
585-226-	510	OU	VOICEMAIL SERVICES
585-293-	510	OU	VOICEMAIL SERVICES
585-234-	444	E036	NETWORK ASSURANCE
585-546-	444	E036	NETWORK ASSURANCE

Thanks!

Denise DeSilva
VP, Client Services
BSG Clearing Solutions
Direct 210.[REDACTED] | Mobile 210.[REDACTED]
www.bsgclearing.com | www.bill2phone.com



France, Laureen

From: Roberta Trevino
Sent: Monday, August 30, 2010 8:02 AM
To: 'Rob Braach'; 'Eric Giere'; 'Steve Sann'
Subject: RE: Citizens Scrub-Due on Monday, August 30, 2010

Categories: Network Assurance

This is a reminder the requested information is due today.

Thanks.

Roberta Trevino
Sr. Account Manager
BSG Billing Services Group
210. REDACTED direct
210. fax
210. mobile

REDACTED

www.bsgclearing.com

www.bill2phone.com



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From: Roberta Trevino
Sent: Wednesday, August 25, 2010 5:39 PM
To: 'Rob Braach'; 'Eric Giere'; Steve Sann
Subject: Citizens Scrub-Due on Monday, August 30, 2010
Importance: High

All,

When I was on vacation a couple of weeks ago you were notified that BSG received a request from Citizens/Frontier for LOAs related to the below companies. Frontier had run a query in their system on their own business lines that were assigned to themselves to see if any 3rd party was billing their lines. Based on this, Frontier took a stance that all billing by your company is suspect, as Frontier, the authorized owner on the account would not have provided express authorization in order to be billed for services. As a result, Frontier requested that we discontinue billing all residual and new sales for every company that was involved. In an effort to allow your company to continue to bill in their region, BSG was able to get them to agree that each company will scrub their residual base through BSG's system and only the numbers that match can continue to bill in their region as well as continue to acquire new customers as long as they were using our authentication system.

I have provided the LEC numbers and OCNs below that are in the Frontier region. Please provide all btns that your company is billing in an excel workbook, with the column of btn, first name, and last name. We will be bumping them against our DA database and only the matching records can continue to be billed. We will need the file to be provided no later than Monday, August 30, 2010.

585-234- ^{REDACTED}	444	E036	NETWORK ASSURANCE
585-546- ^{REDACTED}	444	E036	NETWORK ASSURANCE
585-272- ^{REDACTED}	510	OU	VOICEMAIL SERVICES
585-226- ^{REDACTED}	510	OU	VOICEMAIL SERVICES
585-293- ^{REDACTED}	510	OU	VOICEMAIL SERVICES

Frontier/Citizens		
LecNo	OcnNumber	OcnName
76	0096	FRONTIER CM NY
76	0577	FRONTIER VOL STATE
76	1123	FRONTIER CITIZENS MN
76	1128	FRONTIER CM NE
76	1183	FRONTIER CITIZENS IL
76	127G	FRONTIER COMM OF VA
76	2172	FRONTIER UTIL RURAL
76	2308	FRONTIER CM OF CA
76	2342	FRONTIER COM TUOLUMN
76	2354	FRONTIER CM NV
76	3401	FRONTIER CM OR
76	3402	FRONTIER CM GLD ST
76	4322	FRONTIER CM MT
76	4336	FRONTIER CM TN
76	4426	FRONTIER WHITE MTNS
76	4427	FRONTIER CM ID
76	4429	FRONTIER CM UT
76	4449	FRONTIER NAVAJO COMM
76	4450	FRONTIER NAVAJO COM.
76	4451	FRONTIER NAVAJO
80	0750	FRONTIER CM IN
80	0828	FRONTIER CM THORNTWN
80	0944	FRONTIER CM ST CROIX
80	0998	FRONTIER CM OF DEPUE
80	1061	FRONTIER CM MTPULSKI
80	1067	FRONTIER CM OF ORION
80	1079	FRONTIER SCHUYLER IL
90	0072	FRONTIER CM AUSABLE
90	0100	FRONTIER CM NY
90	0110	FRONTIER ODGEN TELCO
90	0121	FRONTIER ROCHESTER
90	0122	FRONTIER CM SENECA
90	0128	FRONTIER CM SYLV LK
90	0149	FRONTIER CM BREEZEWD
90	0152	FRONTIER CM CANTON
90	0168	FRONTIER CM PA

Frontier/Citizens		
LecNo	OcnNumber	OcnName
90	0178	FRONTIER CM LAKEWD
90	0194	FRONTIER CM OSWAYO
90	0301	FRONTIER CM LAMAR CT
90	0306	FRONTIER CM AL LLC
90	0318	FRONTIER CM OF SOUTH
90	0362	FRONTIER CM FAIRMNT
90	0460	FRONTIER CM MS
90	0682	FRONTIER CM OF MICH
90	0870	FRONTIER RHINELANDER
90	0912	FRONTIER CM MONDOVI
90	0964	FRONTIER CM WI
90	0967	FRONTIER CM VA
90	1011	FRONTIER CM LAKESIDE
90	1038	FRONTIER CM IL
90	1055	FRONTIER CM MIDLAND
90	1073	FRONTIER COMM PRARIE
90	1127	FRONTIER CM IA
90	1367	FRONTIER CM MN
90	4417	FRONTIER CM MI
90	4418	FRONTIER CM MI-OH
90	4464	FRONTIER COMM SO AL
90	4465	FRONTIER CM SO FL

Please let me know if you have any other questions.

Thanks.

Roberta Trevino
 Sr. Account Manager
 BSG Billing Services Group
 210. REDACTED direct
 210. fax
 210. mobile

REDACTED

www.bsgclearing.com
www.bill2phone.com



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Network Assurance

2120 S. Reserve St, PMB 349
Missoula, MT 59801
Tele 702-1 REDACTED Fax 888-486-7492

March 9, 2011

Ms. Roberta Trevino
BSG Clearing Solutions
7411 John Smith Drive Ste 1500
San Antonio, TX 78229

Re: Response to March 2, 2011 Action Plan request - Verizon

Dear Ms. Trevino,

We are in receipt of your letter dated March 2, 2011 whereby you requested an Action Plan on behalf of Verizon. In response we offer the following:

1. We limited marketing in Network Assurance to 8 days in February 2011.
2. We will reduce marketing levels in March 2011 by 50% from previous months, and we will monitor complaint levels throughout March and April before increasing marketing again.
3. We have continued our practice of rejecting any BTN that has ever been a prior customer.
4. We are reviewing our marketing paths and will adjust as appropriate.

We continue to answer electronic and U.S. mail correspondence and to cancel service as requested.

In summary, we are hopeful these actions and continued diligence in all areas of customer service will bring our inquiry and credit levels to acceptable thresholds in the near future.

Should you have any questions or require further information, please feel free to contact me.

Sincerely,



Steven V. Sann
Representative for Network Assurance

American eVoice

2620 Regatta Dr.
Las Vegas, NV 89128

Tele 702-~~REDACTED~~ Fax 888-457-4413

May 31, 2011

Ms. Roberta Trevino
BSG Clearing Solutions
7411 John Smith Drive Ste. 1500
San Antonio, TX 78229

Re: Response to May 24, 2011 Action Plan request - Verizon

Dear Ms. Trevino,

We are in receipt of your letter dated May 24, 2011 whereby you requested an Action Plan on behalf of Verizon. In response we offer the following:

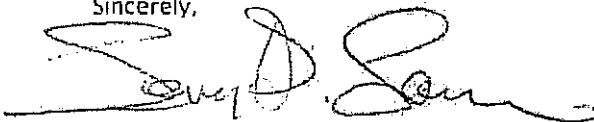
1. We limited marketing to ten days in March 2011.
2. We had no marketing in American eVoice for April or May 2011.
3. We will monitor complaint levels through May before beginning marketing in June.
4. We have continued our practice of rejecting any BTN that has ever been a prior customer.
5. We are reviewing our marketing paths.

We continue to answer electronic and U.S. mail correspondence and to cancel service as requested.

In summary, we are hopeful these actions and continued diligence in all areas of customer service will bring our inquiry and credit levels to acceptable thresholds in the near future.

Should you have any questions or require further information, please feel free to contact me.

Sincerely,



Terry D. Sann
President



August 15, 2011

Steve Sann
President
Voice Mail Services, Ltd.
1001 Broadway Street
PMB #207
Missoula, Montana 59802

via Electronic Mail and FedEx Overnight

Re: *Bryan Jones v. Southwestern Bell Telephone Company doing business as AT&T Arkansas, AT&T Inc., Enhanced Services Billing, Inc., America Media Corporation d/b/a Voicevox Voice Mail; America EVoice d/b/a Voicevox Voice Mail; John Doe Corporations 1-10; Case Number CV2011-543-3 (Saline County Circuit Court, Arkansas)*

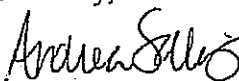
Dear Mr. Sann,

Please take notice that Enhanced Services Billing, Inc. ("ESBI") has received the above-styled and numbered action. A courtesy copy of the petition is attached.

Pursuant to the Call Record Processing and Information Management Services Agreement dated August 31, 2005 ("Agreement"), specifically including, without limitation, Section 12(c), ESBI hereby demands that Voice Mail Services, Ltd. indemnify and save harmless ESBI for any liability, including any and all LEC expenses, arising from the claims of the plaintiff in the above action. While ESBI expresses no opinion as to the validity of the claims asserted by the plaintiffs in this matter, its claims are nevertheless covered by the indemnity provisions of this Agreement.

ESBI hereby requests evidence that the charges in question were accepted and authorized by the party charged. Please reply to this demand for indemnity in writing within 10 days of the date of this letter. Should you have any comments or questions regarding this matter, please do not hesitate to contact me at (210) REDACTED.

Sincerely,


Andrea Salinas
Legal Department

Encl.

France, Laureen

From: Rob Braach <rob@americamedia.com>
Sent: Friday, October 07, 2011 1:15 PM
To: Denise Desilva
Subject: RE: Discussion-URGENT

Categories: Emerica

Depending on the time of the call, it will either be Eric or me.

Rob Braach, CPA
Braach Accounting Service, PC
P.O. Box 9320
B15 East Front, Ste 3
Missoula MT 59807
office: 406-REDACTED
direct line: 406-REDACTED
cell: 406-REDACTED
rbraach@braachcpa.com

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From: Denise Desilva REDACTED
Sent: Friday, October 07, 2011 2:15 PM
To: Rob Braach
Subject: RE: Discussion-URGENT

Who will be attending from the Operational side to discuss your processes that were in place at the time of sign up?

Denise DeSilva
VP, Client Services
BSG Clearing Solutions
Direct 210-REDACTED | Mobile 210-REDACTED
www.bsgclearing.com | www.bill2phone.com



From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Friday, October 07, 2011 3:13 PM
To: Denise Desilva
Subject: RE: Discussion-URGENT

I will let Scott know and hope that time works with him

Rob Braach, CPA
Braach Accounting Service, PC
P.O. Box 9320
815 East Front, Ste 3
Missoula MT 59807
office: 406-REDACTED
direct line: 406-REDACTED
cell: 406-REDACTED
rbraach@braachcpa.com

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TAX ADVICE NOTICE: To ensure compliance with U.S. Treasury Department Circular 230, we inform you that any tax advice that may be contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under Section 6662(a)(2) of the Internal Revenue Code for underpayment of federal taxes, or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

From: Denise Desilva REDACTED
Sent: Friday, October 07, 2011 2:12 PM
To: Steve Sann; Rob Braach; Eric Giere; nate@americamedia.com
Cc: Roberta Trevino
Subject: Discussion-URGENT

Good afternoon~

We have been playing phone tag with your outside counsel, Steve Schaffer, and we need to schedule a meeting for Monday between 1pm and 3pm, CST. We need to discuss the processes you had in place at the time of the sign up that is related to your current class action lawsuit. So, this is also an operations call, not just a legal call....

There is a motion that has to be filed next week, and we need the call to occur on Monday. Please respond asap, so I can setup the call.

Thanks.

Denise DeSilva
VP, Client Services
BSG Clearing Solutions
Direct 210. REDACTED | Mobile 210. REDACTED
www.bsgclearing.com | www.bill2phone.com



France, Laureen

From: Roberta Trevino
Sent: Thursday, October 27, 2011 1:12 PM
To: Steve Sann (steve@americamedia.com); Rob Braach; Eric Giere
Subject: RE: Voicemail Services Legal Invoice- Payment Due Friday Oct 28

Importance: High

Categories: Emerica

This is a reminder that the requested payment for the legal services is due tomorrow. please use the wiring instructions below to submit the payment.

Thanks.

Roberta Trevino
Sr. Account Manager
BSG Billing Services Group
210. REDACTED-direct
210. -fax
210. -mobile
REDACTED

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-----Original Message-----

From: Roberta Trevino
Sent: Monday, October 24, 2011 12:56 PM
To: Steve Sann (steve@americamedia.com); Rob Braach; Eric Giere
Subject: Voicemail Services Legal Invoice- Payment Due Friday Oct 28
Importance: High

Please see the below email and attached. We have received a legal invoice from our outside counsel. Below are the wiring instructions for Voicemail Services to remit payment in the amount of \$36,472.89. We need to receive the payment by Friday Oct 28, 2011.

Thanks.

Roberta Trevino
Sr. Account Manager
BSG Billing Services Group
210. REDACTED-direct
210. -fax
210. -mobile

REDACTED

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-----Original Message-----

From: Andrea Salinas
Sent: Monday, October 24, 2011 11:17 AM
To: Roberta Trevino
Subject: FW:

Roberta,

Attached is an invoice for \$36,472.89 for the Jones class action for September 2011 from ESBI's outside counsel. Please have Voicemail Services wire the funds as soon as possible. The invoice is due for payment by Monday, October 31, 2011.

The wiring instructions are:

Bank: Comerica Bank – California
Account Name: Enhanced Services Billing Account Number: REDACTED
Routing Number: REDACTED

Thanks,
Andrea

Andrea Salinas
Legal Department
BSG Billing Services Group
Direct 210. REDACTED
Fax 210. REDACTED
REDACTED
www.bsgclearing.com

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-----Original Message-----

From: SALINAS A REDACTED
Sent: Monday, October 24, 2011 10:32 AM
To: Andrea Salinas
Subject:

This E-mail was sent from "FinanceandAccountingRicoh-15thEXC" (Aficio MP C3500).

Scan Date: 10.24.2011 10:31:59 (-0500)

**CERTIFICATION OF RECORDS
OF REGULARLY CONDUCTED ACTIVITY
PURSUANT TO 28 U.S.C. § 1746**

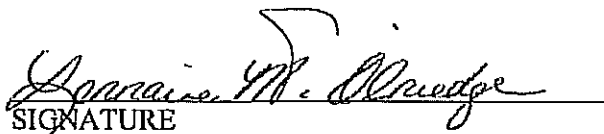
I, Lorraine M. O'Riedge, have personal knowledge of the facts set forth below and am competent to testify as follows:

1. I have authority to certify the authenticity of the records produced by ILD CORP., and attached hereto.
2. The documents produced and attached hereto by ILD CORP., are originals or true copies of original records of regularly conducted activity that:
 - a. Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b. Were kept in the course of the regularly conducted activity of ILD CORP.; and
 - c. Were made by the regularly conducted activity as a regular practice of ILD CORP.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on: April 18, 2012
(Date)

Location: East Landendale, IL
(City, State)


SIGNATURE

Form of Certificate of Compliance*

I/We do certify that all of the documents and information required by the attached Civil Investigative Demand which are in the possession, custody, control, or knowledge of the person to whom the demand is directed have been submitted to a custodian named herein.

If a document responsive to this Civil Investigative Demand has not been submitted, the objections to its submission and the reasons for the objection have been stated.

If an interrogatory or a portion of the request has not been fully answered or a portion of the report has not been completed, the objections to such interrogatory or uncompleted portion and the reasons for the objections have been stated.

Signature Gerraine M. O'Riordan
Title Director - Regulatory Compliance

Sworn to before me this day

April 18 2012

Shawn Skidmore
Notary Public

Shawn Skidmore



*In the event that more than one person is responsible for complying with this demand, the certificate shall identify the documents for which each certifying individual was responsible. In place of a sworn statement, the above certificate of compliance may be supported by an unsworn declaration as provided for by 28 U.S.C. § 1746.

ILD Telecommunications, Inc. Billing and Collections Agreement

This Agreement is made this ____ day of _____, 2006 by American eVoice, LTD ("Customer") a Nevada corporation with its principal office at:

REDACTED
Olathe, KS 66062

And

ILD Telecommunications, Inc. ("ILD"), a Delaware corporation with its principal office located at 16200 Addison Road, Suite 180, Addison, Texas 75001.

ARTICLE 1: SERVICES TO BE PROVIDED

1.1 ILD shall provide billing and collection services for call records supplied by Customer. Customer's messages shall be provided in a format acceptable to ILD and will be subject to the limitations described in Article 4 of this Agreement. ILD reserves the right to refuse billing if in its sole discretion it considers the message type to be in violation of any state, federal or telecommunications laws or statutes, outside the standards of practice defined by CERB (Coalition to Ensure Responsible Billing) and contained as Schedule B of this Agreement, of an objectionable nature, considers the rates to be in excess of normal industry standards or considers such billing to be in violation of the terms and conditions of its contracts with the Local Exchange Carriers (LECs). ILD reserves the right to make quarterly visits to Customer's premises. Additionally, should ILD be notified or become aware of complaints on Customer's billing that exceed the industry standards, ILD will contact Customer and arrange for a site visit within 6 (five) business days in order to review all customer service, quality assurance and client acquisition policies of Customer.

1.2 Charges for billing and collection services shall be as specified in Schedule A attached hereto. As indicated in Schedule A, Local Exchange Carriers (LECs) billing and collection charges are billed as additional charges which vary by LEC and which are subject to change without notice.

Charges include but are not limited to the following:

- a. LEC bill rendered and per message charges for all calls presented for billing.
- b. Specific unbillable Customer calls (e.g. vacant number or coin).
- c. Prorata portion of unbillable calls from those LECs that do not provide unbillable call detail. This prorata amount will be calculated from the proportion which the total dollar amount of Customer calls bears to the total of all calls billed through ILD for the period involved. Such calculations may be by LEC or Revenue Accounting Office (RAO) within the LEC.
- d. Bad debt allowance holdbacks. Holdbacks will be determined on a customer specific basis based on each customer's actual experience with true ups in concurrence with each LEC true up.
- e. Specific identifiable adjustments due to ILD or the LEC determining the message(s) to be uncollectible.
- f. Prorata portion of adjustments for uncollectible calls that cannot be identified to a specific customer.
- g. Programming and development fees for regulatory requirements such as sub-carrier billing identification.

ARTICLE 2: SECURITY

Customer hereby grants ILD a continuing security interest in and a right of offset against all accounts receivable of Customer which arise in connection with any message billed by ILD. This security interest and right of offset is intended to secure all Customer's obligations and liabilities to ILD under this Agreement or otherwise. ILD reserves

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Billing Services Division, 3230 W Commercial Blvd, Ste 360, Ft. Lauderdale, FL 33309

the right to deduct the proceeds of any product offering to which Customer subscribes to secure the debt on any other product. Notwithstanding the foregoing, if Customer elects to participate in ILD's Advanced Payment Agreement, then the submission of call records by Customer shall constitute a sale and transfer by Customer to ILD of such call records, free and clear of any liens or encumbrances, subject to the terms and conditions of the Advanced Payment Agreement.

ARTICLE 3: SETTLEMENT

Billing statements will be prepared by ILD for each message file received from Customer. Settlement payments will occur on the first Friday following the expiration of seven (7) business days after receipt and reconciliation by ILD of funds from a LEC for accepted call records. Any and all charges due ILD by Customer for the settlement month will be deducted from the settlement. The charges due for any settlement period include all known charges for the current settlement period and charges from any prior period which have not previously been charged to the Customer. Settlement statements will be posted on the ILD customer website and will provide the following information:

- a. The total number of Customer messages forwarded for billing and the charges therefore in accordance with Schedule A attached.
- b. The gross dollar amount of all messages billed by ILD for Customer.
- c. ILD processing charges and finance interest, if any.
- d. The total number of end user inquiries handled by ILD's customer service department and the charges therefore in accordance with Schedule A attached hereto and made a part hereof.
- e. Summary of charges for the LEC fees related to the messages billed under Item B above. These fees will include those enumerated in Article 1.2 and Schedule A and any other charges assessed by the LEC relating to the message.
- f. True-ups reflecting changes in the actual charges, uncollectible reserves, etc. of the associated LECs.
- g. Chargebacks for calls returned by the LECs or refunded by ILD.
- h. ILD Long Term Reserve held at 3% of Gross Revenue and trued up on a rolling 13 month basis.
- i. Miscellaneous charges such as express delivery fees, regulatory fees, ACH fees, or any other charges applicable to Customer for the settlement month.

In the event that Customer cancels this Agreement or there is insufficient billing "in-house" to cover anticipated future LEC adjustments and bad debt, ILD reserves the right to withhold a portion or all of Customer's settlements until such time as it feels is necessary for the LECs to process all aforementioned adjustments and bad debt. In the event that there are insufficient funds held to cover these expenses, an invoice showing the amount due ILD will be sent to Customer; Customer agrees to pay this invoice immediately upon receipt.

ARTICLE 4: LIMITATIONS

Customer hereby acknowledges its understanding that ILD is limited to providing intra-state billing and collection services in those states where Customer has certificate of authority or certificate or tariff is not required. Customer must provide proof of necessary certifications and/or tariffs for each applicable state. Customer represents and warrants that all messages submitted to ILD for billing and collection under the terms of this Agreement will have been validated through an industry recognized LIDB validation service provider. Additionally, Customer agrees to show ILD proof of an active Line Information Database ("LIDB") validation agreement upon request. Furthermore, Customer acknowledges its understanding that ILD is also limited to providing billing and collection services in those areas where it has agreements with the LECs. Upon request, ILD will provide Customer with its on net/off net file on a monthly basis at no additional charge to Customer. It is understood by Customer that each LEC has certain restrictions as to the age of any message that may be outcleared through its Billing and Collection Agreement. Any message sent to ILD for outclearing that exceeds this age limit will be rejected by ILD and returned to Customer. ILD will provide a list of message age limits by LEC upon request of Customer.

ARTICLE 5: WARRANTY AND LIMITATION OF LIABILITY

A. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN NO EVENT SHALL ILD, IT'S

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Billing Services Division, 3230 W Commercial Blvd. Ste 360, Ft. Lauderdale, FL 33309

RESPECTIVE AGENTS, EMPLOYEES OR SHAREHOLDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST INCOME, LOST PROFITS OR REVENUES, OR PUNITIVE DAMAGES, OF ANY KIND WHATSOEVER, ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY FAILURE OF EQUIPMENT RELATED TO OR USED IN THE PROVISION OF ANY SERVICES HEREUNDER), OR RESULTING FROM OR CAUSED BY ANY OTHER CAUSE WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY FAULT OR NEGLIGENCE OF SUCH PARTY. CUSTOMER HEREBY WAIVES ANY AND ALL AFORESAID DAMAGES AND HEREBY RELEASES ILD FROM SAME. NOTWITHSTANDING THE FOREGOING, ILD'S LIABILITY TO CUSTOMER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER TO ILD DURING THE MONTH PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE, whether such damages arise out of breach of contract, breach of warranty, negligence, strict liability or any other theory of liability and whether such damages were foreseeable or not at the time this Agreement was executed.

- B. No party may commence an action with respect to this Agreement more than one (1) year after the occurrence of any event of default or event giving rise to any alleged action.

ARTICLE 6: CONFIDENTIALITY

The parties to this Agreement shall treat this Agreement, its notices and Exhibits and their terms and conditions, as strictly confidential. Neither party shall disclose any of this information or any of these materials to any person who is not a party to or of this Agreement. The parties acknowledge that, in the event of an unauthorized disclosure, the damages suffered by the non-disclosing party may be difficult if not impossible to ascertain, and that such non-disclosing party may seek injunctive relief as well as monetary damages against the breaching party.

ARTICLE 7: TERMINATION

Either party may cancel this Agreement upon ninety (90) days written notice prior to any scheduled renewal date as defined in Article 21 of this Agreement. ILD reserves the right to cancel this Agreement immediately upon notification by any LEC of unusually large uncollectibles, unbillables or adjustments. If during the term of this Agreement, ILD determines, in its sole discretion, that the continued provisions of services pursuant to this Agreement may damage ILD's reputation or may subject either party to adverse publicity, ILD may terminate this Agreement within 30 days written notice to Customer without liability. If Customer or ILD cancels this Agreement, funds for the final settlements will be held as outlined in Article 3.

ARTICLE 8: REPRESENTATION AND WARRANTIES

By signing this Agreement, Customer attests to the fact that the billings presented to ILD for outclearing are not subject to any offset, lien, dispute or counterclaim. Customer affirmatively represents that all messages billed under this Agreement are in compliance with state, federal and international laws and are also in compliance with the guidelines set forth by the Federal Communications Corporation, Federal Trade Commission, Coalition to Ensure Responsible Billing, Public Utilities Commissions, National and State "Do Not Call Lists" and other regulatory bodies governing the telecommunications industry.

ARTICLE 9: FINANCIAL STATEMENTS

Upon the request of ILD, Customer shall furnish quarterly financial statements or equivalent financial information. This information shall be compiled in compliance with GAAP (General Accepted Accounting Principles) by an independent accounting or auditing firm.

ARTICLE 10: ASSIGNMENT

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd. Ste 360, Ft. Lauderdale, FL 33309

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Customer shall not assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of ILD, which consent shall not be unreasonably withheld or delayed. For purposes hereof, the following shall also constitute an assignment: (a) any merger, consolidation or reorganization to which Customer is a party, (b) the sale or transfer of all or substantially all the assets of Customer, (c) the sale, issuance or transfer of any voting securities of Customer which result in a change of control of Customer.

ARTICLE 11: SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the parties.

ARTICLE 12: WAIVER

The delay or failure of ILD to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to exercise any remedy provided herein, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term, condition or remedy of or under this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified as provided herein.

ARTICLE 13: FORCE MAJEURE

Notwithstanding anything to the contrary herein, ILD shall not be liable to Customer or any other person or entity for loss or damage or deemed to be in breach of this Agreement due to ILD's failure of performance, wholly or in part, under this Agreement if such non-performance is due to causes beyond ILD's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, storm or other natural occurrences; any law, order, regulation, direction, action or request of the United States government (including without limitation, state and local governments having jurisdiction over any of the parties) or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of such governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; strikes, lockouts, work stoppages or other such labor difficulties; or any act or omission of any other person or entity. Any delay resulting therefrom shall extend performance accordingly or excuse performance by ILD, in whole or in part.

ARTICLE 14: INDEMNIFICATION

Customer shall defend, indemnify and hold harmless ILD, its affiliates, their respective officers, directors, shareholders, employees, agents, successors and assigns, and each of them, from and against, any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs or expenses, whether accrued, absolute, contingent or otherwise, including but not limited to court costs and attorneys' fees, which any of the foregoing may incur or to which any of the foregoing may be subjected, arising out of or otherwise based upon any of the following:

- a. Any breach or default by either party of or under any of the provisions of this Agreement or of any other agreement or instrument to which either party or an affiliate of either party is a party or which is in favor of either party or an affiliate of either party (for purposes hereof, an "affiliate" of either party shall include any person or entity controlling, controlled by or under common control with either party),
- b. Claims of any third party or entity for libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of material, data, information, or other content transmitted by Customer over ILD's network, or
- c. Claims of any third party or entity for damages, losses, or injuries arising out of any act or omission of Customer or its agents, servants, employees, contractors, or representatives.
- d. Claims of any third party arising out of violation of telecommunications laws, including but not limited to slamming, cramming, violations of pay per call rules or other rules set forth by the FCC, FTC and any other state or federal regulatory body.

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd, Ste 360, Ft. Lauderdale, FL 33309

ARTICLE 16: SURVIVAL

The covenants and agreements of Customer contained in this Agreement with respect to payment of amounts due and indemnification shall survive any termination of this Agreement.

ARTICLE 16: UNLAWFUL PURPOSE

The services provided by ILD are subject to the condition that they will not be used for any unlawful purposes.

ARTICLE 17: MODIFICATIONS IN WRITING

Except as otherwise provided herein, no subsequent Agreement between ILD and Customer shall be effective or binding unless it is made in writing and signed by both parties.

ARTICLE 18: SUIT FOR ENFORCEMENT

In the event suit is brought or an attorney is retained by ILD to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach thereof, ILD Telecommunications shall be entitled to recover, in addition to any other remedy, the reimbursement for reasonable attorneys fees, court costs, cost of investigations and other related expenses incurred in connection therewith.

ARTICLE 19: CONSTRUCTION

This Agreement shall be governed by and construed under the laws of the state of Georgia. This Agreement shall be binding upon Customer, its successors and assigns.

ARTICLE 20: NOTICES

All notices which the parties are required or may desire to service on each other under or in connection with this Agreement shall be served in writing by registered or certified mail, postage prepaid or prepaid telegram or telex or personal service, addressed as follows:

If to ILD Telecommunications:

ILD Telecommunications, Inc.
3230 W Commercial Blvd, Ste 360
Fort Lauderdale, FL 33309
Attn: Kathy McQuade, V.P. -Billing Services
And
16200 Addison Rd, Suite 180
Addison, TX 75001
Attn: President

If to eVoice, Inc.:

American eVoice, LTD
REDACTED
Olathe, KS 66062
Attn: Rachel Pheffer, President
And
REDACTED
Pearl River, NY 10965
Attn: Lee Liatsis

Notice sent by mail shall become effective on the fourth business day after mailing. Notice sent via overnight service, using a nationally recognized courier service (which shall include Federal Express, Airborne Express and United Parcel Service) shall become effective on the day after sending. Notice delivered personally shall become effective on receipt.

ARTICLE 21: TERM

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd, Ste 360, Ft. Lauderdale, FL 33309

The initial term of this Agreement shall commence on the date of Customer's first billing message submittal to ILD and shall continue in full force and effect for a period of twelve (12) months. This Agreement shall be automatically extended for successive one-year periods thereafter unless canceled by either party with ninety (90) days written notice pursuant to Article 7 of this Agreement.

ARTICLE 22: TAXES

Customer grants ILD full authority on its behalf to authorize the LECs to apply taxes associated with billing and collection services in the same manner in which they apply these taxes to their own end users.

ILD, based solely on the information provided by the LECs, will file and remit applicable taxes to the appropriate taxing authority. Customer agrees that ILD is acting only as Customer's agent with respect to the billing and collection of taxes. ILD will have no liability whatsoever to Customer for incorrect information supplied by the LECs. Customer will indemnify and hold ILD harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, that are asserted against or incurred by ILD as a result of or in connection with any of these said tax items.

Customer will be solely responsible for calculating, and advising ILD with respect to, any Foreign Intrastate Taxes and any other taxes that are not calculated by the LEC.

ARTICLE 23: INQUIRY SERVICE

Customer acknowledges that the telephone number printed on the end user bill page as the first point of inquiry will be that of ILD. Calls that the LEC cannot handle such as rate disputes will be referred to ILD's Customer Service Department for handling. Customer grants ILD or its agent full authority to make adjustments or to authorize the LECs to make adjustments on calls when ILD deems it warranted. ILD will provide any end user with Customer's name, address and telephone number upon demand. Charges for inquiry services provided by ILD shall be as specified in Schedule A attached hereto and made a part hereof. Customer agrees to provide ILD with a list of its current rate schedules and certifications prior to ILD releasing billing on Customer's behalf to enable ILD to perform proper customer service functions. Upon request by ILD, Customer further agrees to provide the location information of any telephone number designated as origination numbers on Customer's billing files. Customer shall designate a point of contact regarding inquiries handled by ILD's Customer Service Department.

ARTICLE 24: CHANGES IN PRICING

The pricing set forth in the schedules attached hereto is subject to change upon thirty- (30) days' written notice from ILD.

ARTICLE 25: MISCELLANEOUS PROVISIONS

- a. Time is of the essence. Time is of the essence in this Agreement.
- b. Previously/Concurrently billed messages. By submitting billing to ILD, Customer represents that none of said messages have been previously billed to the end user in any form or format.
- c. Special Requests. Special requests by Customer such as unique reports or any other requests not provided in the normal course of business will be reviewed by ILD. ILD agrees to obtain written approval from Customer with respect to any charges over and above the normal billing and collection charges outlined in this Agreement. Customer understands and agrees that any such charges will be deducted from the settlement for the month in which said charges are incurred.

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd, Ste 360, Ft. Lauderdale, FL 33309

IN WITNESS WHEREOF, Customer and ILD have executed this Agreement as of the day and year shown below.

ILD TELECOMMUNICATIONS, INC.

By: [Signature]
(Authorized Representative)

[Signature]
(Print Name)

2-15-07
(Date Received)

American eVoice, LTD

By: [Signature]
(Authorized Representative)

Rachel Pheffer [Signature]
(Print Name)

2/12/07
(Date)

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd. Ste 360, Ft. Lauderdale, FL 33309

SCHEDULE A

Price Per Message Forwarded For Billing and Collection (Note 1) (1) For A Rated And Formatted File

Per Month Charges

\$0 to \$1,000,000 Billed Revenue Per Month	3.5% of Billed Revenue
\$1,000,001 and above Billed Revenue Per Month	3.0% of Billed Revenue

Note: Excludes LEC Billing Charges and is subject to a minimum charge of \$2,000.00 per month after a 90 day ramp up period.

- a. LEC billing will be at ILD's current LEC cost per message for particular LEC.
- b. Unbillable calls rejected by the LEC's that provide detail will be charged back to Customer.
- c. Unbillable calls rejected by the LEC's that do not provide detail will be shared prorata.
- d. Specifically identified adjustments for uncollectible calls will be charged back to Customer.
- e. Bulk adjustments for uncollectible calls will be shared prorata.
- f. Express mailings will be charged to Customer at the rate the Express Service company uses to charge ILD. ILD will use the company of its choice for express mailings.
- g. Special programming requests will be at the rate of \$75 per hour with a three (3) hour minimum.

Inquiry Service Fees:

For all LECs that ILD performs primary inquiry service, the following fees will be charged to Customer:

\$.03 per Customer submitted message to each respective LEC

AND

\$3.00 per inquiry call handled by ILD customer service representatives
\$. 75 per inquiry call referred or transferred to Customer for handling

For all LECs that ILD performs secondary inquiry services, the following fees will be charged to Customer:

\$3.00 per inquiry call handled by ILD customer service representatives
\$. 75 per inquiry call referred or transferred to Customer for handling

Written regulatory complaints handled by ILD will be charged at \$100 each.

Customer credits issued via ILD's website will be charged at the rate of \$.10 each

Schedule B-CERB Guidelines

Please mail originals to: **ILD Telecommunications, Inc.**
Billing Services Division, 3230 W Commercial Blvd. Ste 360, Ft. Lauderdale, FL 33309

**CONSUMER PROTECTION STANDARDS OF PRACTICE OF
THE COALITION TO ENSURE RESPONSIBLE BILLING ("CERB")**

In order to protect consumers from unauthorized, deceptive or ambiguous charges on their telephone bills, the Members of CERB hereby adopt and agree to be bound by the following Consumer Protection Standards of Practice.

PRE-SCREENING OF PROVIDERS AND SERVICES

Members commit to pre-screening all prospective service providers and the programs, products and services they offer.

SCREENING OF PROVIDERS

Members will require as a precondition for any business relationships the following information:

- Service provider company name and address.
- Names of officers and principals of the company.
- Proof of corporate or partnership status.
- Copies of certifications as required.
- Foreign corporation filings as required.
- Any information regarding whether the company, its affiliates and/or its officers or principals have been subject to prior conviction for fraud or have had billing services terminated.
- That any tariffs be made available on request.
- The names, addresses, officers and principals of any telemarketing companies to be used by the service provider.
- The names, addresses, officers and principals of any third party verification companies to be used by the service provider.

SCREENING OF PROGRAMS, PRODUCTS AND SERVICES

Members will require the following information to be provided to them:

- Marketing materials.
- Advertisements (print or other media).
- Applicable fulfillment package (which must include cancellation information if not included elsewhere and a toll free customer service telephone number).
- Scripts for both sales and validation.
- Honest, clear and understandable text phrase for telephone bill.
- Prior notification of any material change in the above information.

Members will not knowingly provide billing for services employing the following practices:

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Billing Services Division, 3230 W Commercial Blvd. Ste 360, Ft. Lauderdale, FL 33309

- Box, sweepstakes, or contest-type entry forms.
- Negative option sales offers, including negative option "free trial" periods.
- 800 pay per call.
- Collect callback.
- Phantom billing (charging for calls never made or services never provided).
- Such other programs, products or services Members determine to be deceptive or anti-consumer.

Each Member will maintain an internal standards committee to review the information collected for both providers and programs. Members of these committees will have no vested sales interest in the acceptance of a service, product or program.

COMPLIANCE MONITORING

In order to better police the business practices of its service providers and to assure the efficiency of its screening procedures Members commit to engage in active monitoring of providers and programs. Members will:

- Monitor consumer inquiries.
- Monitor consumer complaints to government agencies.
- Monitor escalated complaints to the local exchange carrier.
- Maintain up-to-date records regarding complaints and inquiries.
- Adopt action plans to respond to complaints and inquiries.
- Notify service providers of complaints or inquiries.
- Coordinate investigations with service providers.
- Each Member shall take such disciplinary action as each determines is appropriate under the circumstances.

MANDATORY AUTHORIZATION

It is critical that consumers can depend upon their authorization for the service, product or program for which they will be billed. Verification of authorization must be available from service providers, on request, for a two-year period.

Members will require service providers to employ one of the following forms of authorization, subject to applicable law:

- Letter of authorization or sales order, or
- Recorded independent third party verification, or
- Voice recording of telephone sales authorization.

A valid authorization must include:

- The date.

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- The name, address and telephone number of the consumer.
- Assurance that the consumer is qualified to authorize billing.
- A description of the product or service.
- A description of the applicable charges.
- An explicit consumer acknowledgement that the charges for the product or service will appear on the telephone bill.
- A toll free telephone number that subscribers may call to make inquiries concerning the service.
- The acceptance by the consumer of the offer.

In addition, authorization verified by an independent third party must include:

- An initial statement that the purpose of the verifications is to confirm the consumer's intention to accept the sales offer.
 - A statement that the service provider is not affiliated with a LEC, where there is no affiliation.
 - A unique consumer identifier.
 - A review by third party personnel of the entire verification where the verification is automated.
- An independent third party verifier must meet the following criteria:

- It must be completely independent of the service provider and the telemarketer.
- It must not be owned, managed, controlled or directed by the service provider or the telemarketer.
- It must not have any financial incentive in the completion of the sale.
- It must operate in a location physically separate from the service provider and the telemarketer.

CONSUMER-FRIENDLY BILLING PRACTICES

Central to a consumer's right to ensure that they have not been crammed is the ability to understand and read the telephone bill. Members agree that informed consumers can better protect themselves from unauthorized products or services. Members will support providing consumers a bill that can be easily understood.

Consumer bills should include:

- A clear identification of the billing entity.
- A clear identification of the service provider.
- A clear description of products or services.
- A clear identification of the charges.
- The toll free telephone number that subscribers may call to make inquiries concerning the billing.

CONSUMER SATISFACTION

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Consumers must be able to easily and quickly discuss problems. Members are committed to monitoring consumer satisfaction particularly with regard to any disputes or inquiries that may arise. Members will provide quick and thorough responses. Members shall provide on request:

- The name, address, phone number and fax number of the service provider.
- The nature of any charge.
- The method of authorization.
- Information as to how a consumer may cancel a service or product.

In addition, in order to facilitate resolution of disputes Members will:

- Provide a toll free customer service number.
- Provide dedicated staff to respond to consumer inquiries.
- Provide a full and timely investigation of any dispute.
- Initiate a credit or respond to the consumer within 30 days of the consumer's dispute.

DISCLOSURE

Members may share with each other and, upon request, will provide federal and state enforcement agencies with the following information:

- Identifying information with respect to terminated service providers and programs.
- A description of specific practices relating to cramming that the Members have encountered, and the steps being taken by the Members to correct them.
- Aggregate data with regard to complaints filed with federal and state government authorities received by Members.

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Cindy Pollack

From: Rob Braach <rob@americamedia.com>
Sent: Tuesday, May 12, 2009 4:57 PM
To: Cindy Pollack
Cc: Steve Sann
Subject: contact forms, AEV, VMP, Foneright
Attachments: ILD Customer Contact Data Form 5-2009 American eVoice .doc; ILD Customer Contact Data Form 5-2009 FoneRight Inc ILD.doc; ILD Customer Contact Data Form 5-2009Voice Mail Professional .doc

Attached please find the updated contact forms per your request.

Should you have any questions, please do not hesitate to contact me.

Best Regards

Rob Braach, COO
Emerica Media Corp



ILD TELECOMMUNICATIONS CONTACT DATA FORM

Telecommunications, Inc.

COMPANY INFORMATION

Name:	American eVoice, LTD	Sub CIC Code:	
Street Address:	2120 So Reserve St PMB 239		
City:	Missoula	State:	MT
		Zip:	59801
Web Site Address:	www.myamericanevoice.com	Toll Free Customer Service #:	866-576-1875
Days and Hours of Customer Service Operation:	Mon-Fri 9am est -8pm est	Name of LIDB Service Provider:	Vertex Solutions Group
Name of Third Party Verification Provider (if telemarketing):		Name of Authentication Provider (if Internet Sign Up)	

CONTACT INFORMATION

Contract Contact (President or Owner)		Name:	Terry Sann
Title :	President	E-mail Address:	terry@americamedia.com
Contact Number:	702-REDACTED	Fax Number:	888.447.4413
Public Relations Contact (Highest Ranking Officer of Company)		Name & Title	Terry Sann
E-Mail Address:	terry@americamedia.com	Contact Number:	702-REDACTED
Cell Number:	816-REDACTED	Fax Number:	888.447.4413
Technical Contact		Name:	Nathan Sann
Title :	IT Manager	E-mail Address:	nate@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.447.4413
Regulatory Contact		Name:	Rob Braach
Title :	Regulatory Manager	E-mail Address:	rob@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.447.4413
Customer Service Contact		Name:	Rebekah Cockrell
Title :	Customer Service Manager	E-mail Address:	Rebekah@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.447.4413
Authorization Contact (provides authorization information immediately upon request)		Name:	Rob Braach
Title :	Regulatory Manager	E-mail Address:	rob@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.447.4413

PRODUCT TYPE (Please check all that apply - if "other" be specific)

COCOT:	Inmate:	IXC:	OPS:	Reseller:	ISP:	Other:
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BANKING INFORMATION

Bank Address:						
City:				State:		Zip:
Version 2.0 111708	Title:		Contact #:			
Account Name						
Account Number:	Bank ABA Routing # (for ACH's not wires)					

HISTORY

Provide information below for all current and previous (for 3 years) of all Corporate Officers, Owners, affiliates, Directors and Principals. **ILD will perform a Business Profile background search on the company and a State and Federal Criminal Search for each principal of the company. (Add pages if necessary)**

Name:	Title:	Social Security #:
Name:	Title:	Social Security #:
Name:	Title:	Social Security #:
Name:	Title:	Social Security #:
Name:	Title:	Social Security #:
Name:	Title:	Social Security #:
Name:	Title:	Social Security #:

Provide Names of any current affiliated business entities:

Name:	Phone #:
Address:	
City:	State: Zip:
Name:	Phone #:
Address:	
City:	State: Zip:
Name:	Phone #:
Address:	
City:	State: Zip:

List any previous names utilized by the company

Name:
Name:
Name:
Name:

Provide the number and disposition of any enforcement action, investigation, or complaints initiated by state or federal enforcement agencies against the business or any of its directors, principals, owners or affiliates that were filed in the past three years or are still pending.

--

Cindy Pollack

From: Greg Lane <greg@americamedia.com>
Sent: Monday, March 09, 2009 11:26 AM
To: Cindy Pollack; Rob Braach
Subject: RE: American EVoice - LEC Recourses....

Cindy

Good Morning.

I am the Customer Service contact for these three companies yes. I would ask that all lec recourse and other email be send to the appropriate email addresses so that my team can address the issues directly, I will list those addresses below. All Regulatory issues need to be sent to Rob Braach, Rob@americamedia.com If you need to corresponde with me directly Cindy, use this email address. Greg@americamedia.com.

support@foneright.com
support@myvoicemailprofessionals.com
support@myamericanevoice.com

Thanks
Greg Lane
Emerica Media

From: Cindy Pollack [[mailto:\[REDACTED\]@ildmail.com](mailto:[REDACTED]@ildmail.com)]
Sent: Mon 3/9/2009 9:08 AM
To: Greg Lane
Cc: Monica Melgar; Jennifer Oconnor
Subject: RE: American EVoice - LEC Recourses....

Greg -

Actually, I have the same question regarding Foneright, and Voice Mail Professionals as well.

Do all LEC recourses go to you for all 3 companies?

And are you the correct contact person for our call center management team for all 3 companies - should any issues arise?

Please advise as soon as possible - so I can update our call center management team with the new contact information.

Thanks,
Cindy

Cindy Pollack
Director, Client Relations - ILD 782

[REDACTED]
Marietta, Georgia 30064-3098
Office - 678-**REDACTED** - EXT 102
Fax - 678-**REDACTED**

[REDACTED]@ildmail.com

**ILD Telecommunications, Inc.
Billing and Collections Agreement**

This Agreement is made this 31 day of July, 2007 by FoneRight, Inc. ("Customer") a Nevada corporation with its principal office at:

REDACTED
Stevensville, MT 59870

And

ILD Telecommunications, Inc. ("ILD"), a Delaware corporation with its principal office located at 14180 Dallas Parkway, Suite 300, Dallas, Texas 75254.

ARTICLE 1: SERVICES TO BE PROVIDED

1.1 ILD shall provide billing and collection services for call records supplied by Customer. Customer's messages shall be provided in a format acceptable to ILD and will be subject to the limitations described in Article 4 of this Agreement. ILD reserves the right to refuse billing if in its sole discretion it considers the message type to be in violation of any state, federal or telecommunications laws or statutes, outside the standards of practice defined by CERB (Coalition to Ensure Responsible Billing) and contained as Schedule B of this Agreement, of an objectionable nature, considers the rates to be in excess of normal industry standards or considers such billing to be in violation of the terms and conditions of its contracts with the Local Exchange Carriers (LECs). ILD reserves the right to make quarterly visits to Customer's premises. Additionally, should ILD be notified or become aware of complaints on Customer's billing that exceed the industry standards, ILD will contact Customer and arrange for a site visit within 5 (five) business days in order to review all customer service, quality assurance and client acquisition policies of Customer.

1.2 Charges for billing and collection services shall be as specified in Schedule A attached hereto. As indicated in Schedule A, Local Exchange Carriers (LECs) billing and collection charges are billed as additional charges which vary by LEC and which are subject to change without notice.

Charges include but are not limited to the following:

- a. LEC bill rendered and per message charges for all calls presented for billing.
- b. Specific unbillable Customer calls (e.g. vacant number or coin).
- c. Prorate portion of unbillable calls from those LECs that do not provide unbillable call detail. This prorate amount will be calculated from the proportion which the total dollar amount of Customer calls bears to the total of all calls billed through ILD for the period involved. Such calculations may be by LEC or Revenue Accounting Office (RAO) within the LEC.
- d. Bad debt allowance holdbacks. Holdbacks will be determined on a customer specific basis based on each customer's actual experience with true ups in concurrence with each LEC true up.
- e. Specific identifiable adjustments due to ILD or the LEC determining the message(s) to be uncollectible.
- f. Prorate portion of adjustments for uncollectible calls that cannot be identified to a specific customer.
- g. Programming and development fees for regulatory requirements such as sub-carrier billing identification.

ARTICLE 2: SECURITY

Customer hereby grants ILD a continuing security interest in and a right of offset against all accounts receivable of Customer which arise in connection with any message billed by ILD. This security interest and right of offset is intended to secure all Customer's obligations and liabilities to ILD under this Agreement or otherwise. ILD reserves

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the right to deduct the proceeds of any product offering to which Customer subscribes to secure the debt on any other product. Notwithstanding the foregoing, if Customer elects to participate in ILD's Advanced Payment Agreement, then the submission of call records by Customer shall constitute a sale and transfer by Customer to ILD of such call records, free and clear of any liens or encumbrances, subject to the terms and conditions of the Advanced Payment Agreement.

ARTICLE 3: SETTLEMENT

Billing statements will be prepared by ILD for each message file received from Customer. Settlement payments will occur on the first Friday following the expiration of seven (7) business days after receipt and reconciliation by ILD of funds from a LEC for accepted call records. Any and all charges due ILD by Customer for the settlement month will be deducted from the settlement. The charges due for any settlement period include all known charges for the current settlement period and charges from any prior period which have not previously been charged to the Customer. Settlement statements will be posted on the ILD customer website and will provide the following information:

- a. The total number of Customer messages forwarded for billing and the charges therefore in accordance with Schedule A attached.
- b. The gross dollar amount of all messages billed by ILD for Customer.
- c. ILD processing charges and finance interest, if any.
- d. The total number of end user inquiries handled by ILD's customer service department and the charges therefore in accordance with Schedule A attached hereto and made a part hereof.
- e. Summary of charges for the LEC fees related to the messages billed under Item B above. These fees will include those enumerated in Article 1.2 and Schedule A and any other charges assessed by the LEC relating to the message.
- f. True-ups reflecting changes in the actual charges, uncollectible reserves, etc. of the associated LECs.
- g. Chargebacks for calls returned by the LECs or refunded by ILD.
- h. ILD Long Term Reserve held at 3% of Gross Revenue and trued up on a rolling 13 month basis.
- i. Miscellaneous charges such as express delivery fees, regulatory fees, ACH fees, or any other charges applicable to Customer for the settlement month.

In the event that Customer cancels this Agreement or there is insufficient billing "in-house" to cover anticipated future LEC adjustments and bad debt, ILD reserves the right to withhold a portion or all of Customer's settlements until such time as it feels is necessary for the LECs to process all aforementioned adjustments and bad debt. In the event that there are insufficient funds held to cover these expenses, an invoice showing the amount due ILD will be sent to Customer; Customer agrees to pay this invoice immediately upon receipt.

ARTICLE 4: LIMITATIONS

Customer hereby acknowledges its understanding that ILD is limited to providing intra-state billing and collection services in those states where Customer has certificate of authority or certificate of tariff is not required. Customer must provide proof of necessary certifications and/or tariffs for each applicable state. Customer represents and warrants that all messages submitted to ILD for billing and collection under the terms of this Agreement will have been validated through an industry recognized LIDB validation service provider. Additionally, Customer agrees to show ILD proof of an active Line Information Database ("LIDB") validation agreement upon request. Furthermore, Customer acknowledges its understanding that ILD is also limited to providing billing and collection services in those areas where it has agreements with the LECs. Upon request, ILD will provide Customer with its on net/off net file on a monthly basis at no additional charge to Customer. It is understood by Customer that each LEC has certain restrictions as to the age of any message that may be outcleared through its Billing and Collection Agreement. Any message sent to ILD for outclearing that exceeds this age limit will be rejected by ILD and returned to Customer. ILD will provide a list of message age limits by LEC upon request of Customer.

ARTICLE 5: WARRANTY AND LIMITATION OF LIABILITY

A. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN NO EVENT SHALL ILD, IT'S

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The initial term of this Agreement shall commence on the date of Customer's first billing message submittal to ILD and shall continue in full force and effect for a period of twelve (12) months. This Agreement shall be automatically extended for successive one-year periods thereafter unless canceled by either party with ninety (90) days written notice pursuant to Article 7 of this Agreement.

ARTICLE 22: TAXES

Customer grants ILD full authority on its behalf to authorize the LECs to apply taxes associated with billing and collections services in the same manner in which they apply these taxes to their own end users.

ILD, based solely on the information provided by the LECs, will file and remit applicable taxes to the appropriate taxing authority. Customer agrees that ILD is acting only as Customer's agent with respect to the billing and collection of taxes. ILD will have no liability whatsoever to Customer for incorrect information supplied by the LECs. Customer will indemnify and hold ILD harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, that are asserted against or incurred by ILD as a result of or in connection with any of these said tax items.

Customer will be solely responsible for calculating, and advising ILD with respect to, any Foreign Intrastate Taxes and any other taxes that are not calculated by the LEC.

ARTICLE 23: INQUIRY SERVICE

Customer acknowledges that the telephone number printed on the end user bill page as the first point of inquiry will be that of ILD. Calls that the LEC cannot handle such as rate disputes will be referred to ILD's Customer Service Department for handling. Customer grants ILD or its agent full authority to make adjustments or to authorize the LECs to make adjustments on calls when ILD deems it warranted. ILD will provide any end user with Customer's name, address and telephone number upon demand. Charges for inquiry services provided by ILD shall be as specified in Schedule A attached hereto and made a part hereof. Customer agrees to provide ILD with a list of its current rate schedules and certifications prior to ILD releasing billing on Customer's behalf to enable ILD to perform proper customer service functions. Upon request by ILD, Customer further agrees to provide the location information of any telephone number designated as origination numbers on Customer's billing files. Customer shall designate a point of contact regarding inquiries handled by ILD's Customer Service Department.

ARTICLE 24: CHANGES IN PRICING

The pricing set forth in the schedules attached hereto is subject to change upon thirty- (30) days' written notice from ILD.

ARTICLE 25: MISCELLANEOUS PROVISIONS

- a. Time is of the essence. Time is of the essence in this Agreement.
- b. Previously/Concurrently billed messages. By submitting billing to ILD, Customer represents that none of said messages have been previously billed to the end user in any form or format.
- c. Special Requests. Special requests by Customer such as unique reports or any other requests not provided in the normal course of business will be reviewed by ILD. ILD agrees to obtain written approval from Customer with respect to any charges over and above the normal billing and collection charges outlined in this Agreement. Customer understands and agrees that any such charges will be deducted from the settlement for the month in which said charges are incurred.

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Billing Services Division, 3230 W Commercial Blvd, Ste 360, Ft. Lauderdale, FL 33309

IN WITNESS WHEREOF, Customer and ILD have executed this Agreement as of the day and year shown below.

ILD TELECOMMUNICATIONS, INC.

By: *Karl McDermott*
(Authorized Representative)
Kathy McDermott
(Print Name)
8-10-07
(Date Received)

FoneRight, Inc.

By: *Greg Lane*
(Authorized Representative)
Gregory D. Lana *Greg Lane*
(Print Name)
7-31-07
(Date)

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd, Ste 360, Ft. Lauderdale, FL 33309



ILD TELECOMMUNICATIONS CONTACT DATA FORM

COMPANY INFORMATION

Name:	FoneRight, Inc	Sub CIC Code:	
Street Address:	2120 So Reserve ST PMB 230		
City:	Missoula	State:	MT
		Zip:	59801
Web Site Address:	www.myfoneright.com	Toll Free Customer Service #:	888.568.6369
Days and Hours of Customer Service Operation:	Mon-Fri 9am est -8pm est	Name of LIDB Service Provider:	Vertex Solutions Group
Name of Third Party Verification Provider (if telemarketing):		Name of Authentication Provider (if Internet Sign Up)	

CONTACT INFORMATION

Contract Contact (President or Owner)		Name:	Gregory D. Lane	
Title :	President	E-mail Address:	glane@foneright.com	
Contact Number:	702-REDACTED	Fax Number:	888.486.7492	
Public Relations Contact (Highest Ranking Officer of Company)		Name & Title	Gregory D. Lane	
E-Mail Address:	glane@foneright.com	Contact Number:	702-REDACTED	
Cell Number:		Fax Number:	888.486.7492	
Technical Contact		Name:	Nathan Sann	
Title :	IT Manager	E-mail Address:	nate@americamedia.com	
Contact Number:	406-REDACTED	Fax Number:	888.486.7492	
Regulatory Contact		Name:	Rob Braach	
Title :	Regulatory Manager	E-mail Address:	rob@americamedia.com	
Contact Number:	406-REDACTED	Fax Number:	888.486.7492	
Customer Service Contact		Name:	Rebekah Cockrell	
Title :	Customer Service Manager	E-mail Address:	rebekah@americamedia.com	
Contact Number:	406-REDACTED	Fax Number:	888.486.7492	
Authorization Contact (provides authorization information immediately upon request)		Name:	Rob Braach	
Title :	Regulatory Manager	E-mail Address:	rob@americamedia.com	
Contact Number:	406-REDACTED	Fax Number:	888.486.7492	

PRODUCT TYPE (Please check all that apply - if "other" be specific)

COCOT:	Inmate:	IXC:	OPS:	Reseller:	ISP:	Other:
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BANKING INFORMATION

Bank Address:						
City:				State:		Zip:
Version 2.0 111708			Title:			Contact #:
Account Name						
Account Number:				Bank ABA Routing # (for ACH's not wires)		

HISTORY

Provide information below for all current and previous (for 3 years) of all Corporate Officers, Owners, affiliates, Directors and Principals. **ILD will perform a Business Profile background search on the company and a State and Federal Criminal Search for each principal of the company. (Add pages if necessary)**

Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	

Provide Names of any current affiliated business entities:

Name:				Phone #:	
Address:					
City:			State:		Zip:
Name:				Phone #:	
Address:					
City:			State:		Zip:
Name:				Phone #:	
Address:					
City:			State:		Zip:

List any previous names utilized by the company

Name:	
Name:	
Name:	
Name:	

Provide the number and disposition of any enforcement action, investigation, or complaints initiated by state or federal enforcement agencies against the business or any of its directors, principals, owners or affiliates that were filed in the past three years or are still pending.

--

Cindy Pollack

From: Steve Sann <steve@americamedia.com>
Sent: Wednesday, May 06, 2009 4:37 PM
To: Cindy Pollack
Subject: RE: Important Embarq information - American eVoice, Voice Mail Professionals, and FoneRight

Thanks for the heads up, Cindy. I will take care of it.

--Steve

Steve Sann
America Media Corporation
AmericaMedia.com
(816) REDACTED

From: Cindy Pollack
Sent: Wed 5/6/2009 2:14 PM
To: Steve Sann
Cc: Crystal Cylar; Kathy McQuade
Subject: Important Embarq information - American eVoice, Voice Mail Professionals, and FoneRight

Steve -

We have just been notified by Embarq that, effective immediately, they will not allow any *new* billing for voice mail products. Your embedded base may still continue to bill at this time but no new customers will be accepted. ILD's system will be updated accordingly so any new voice mail accounts submitted 5/9/09 or after will be rejected.

Regards,

Cindy

Cindy Pollack
Director, Client Relations - ILD 782

[REDACTED]
Marietta, Georgia 30064-3098

Office - 678-331-[REDACTED]

Fax - 678- 331-[REDACTED]

[REDACTED]@ildmail.com

Cindy Pollack

From: Rob Braach <rob@americamedia.com>
Sent: Monday, May 18, 2009 5:14 PM
To: Cindy Pollack
Subject: RE: Important LOA Information - American eVoice, Voice Mail Professionals, and FoneRight

Hi Cindy,

When will this information be in the FTP directory?

Rob Braach, COO
America Media Corp

-----Original Message-----

From: Richard Fanslow [mailto: [REDACTED]@fanslow.com]
Sent: Monday, May 18, 2009 2:55 PM
To: Rob Braach; Steve Sann; Nathan Sann
Subject: RE: Important LOA Information - American eVoice, Voice Mail Professionals, and FoneRight

Rob

Lets add this to our discussion on Tuesday..

I logged in twice today, and I still see no file, so I am waiting, most likely it will be there in the morning

Thanks

Richard (Fanz) Fanslow
Fanz, LLC

[REDACTED]
Indian Rocks Beach, FL 33785
(727) 828-[REDACTED] Office
(727) 744-[REDACTED] Mobile
(727) 532-[REDACTED] Fax

RFanslow (AIM)

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strictly prohibited from reading, copying, printing, distributing or disclosing any of the information contained in it. In that event, please delete the original and all copies of this transmission.

-----Original Message-----

From: Rob Braach [mailto:rob@americamedia.com]

Sent: Monday, May 18, 2009 3:12 PM

To: Richard Fanslow; Steve Sann; Nathan Sann

Cc: Steve Sann; Nathan Sann

Subject: RE: Important LOA Information - American eVoice, Voice Mail Professionals, and FoneRight

RF,

I discussed this with SS. He concurs with your assumptions and the need to get this programmed in and deal with it manually until then.

SS would like to know your thots on porting these numbers over to VMS at BSG.

-----Original Message-----

From: Richard Fanslow [mailto:██████████@fanslow.com]

Sent: Saturday, May 16, 2009 3:41 AM

To: Steve Sann; Rob Braach; Nathan Sann

Subject: RE: Important LOA Information - American eVoice, Voice Mail Professionals, and FoneRight

Steve

If I am reading into the email from Cindy correctly, they will now be providing 2 additional BTN downloadable files for processing, of which these are to be added to the DO NOT BILL file

If my assuming are correct, this is something that needs to be added to the daily billing application.

Please confirm if my understanding/assumptions are correct, and I will schedule some time to work on this , in the mean time, I will deal with this manually myself, so something doesn't slip thru the cracks

Thanks

Richard (Fanz) Fanslow
Fanz, LLC

██████████
Indian Rocks Beach, FL 33785

(727) 828-██████████ Office

(727) 744-██████████ Mobile

(727) 532-██████████ Fax

RFanslow (AIM)

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From: Steve Sann [mailto:steve@americamedia.com]
Sent: Friday, May 15, 2009 12:35 PM
To: Richard Fanslow; Rob Braach; Nathan Sann
Subject: FW: Important LOA Information - American eVoice, Voice Mail Professionals, and FoneRight
Importance: High

Richard: does this look like something we can put in place quickly?
Let's screen all marketing of even BSG companies with these files.

Steve Sann
Emerica Media Corporation
EmericaMedia.com
(816) REDACTED

From: Cindy Pollack
Sent: Fri 5/15/2009 9:34 AM
To: Steve Sann
Cc: Kathy McQuade
Subject: Important LOA Information - American eVoice, Voice Mail Professionals, and FoneRight

Steve -

In our continued review of accounts and their associated LOA's - we have identified numerous BTN's where the LOA does not match our BNA information for all 3 companies - American eVoice, Voice Mail Professionals and FoneRight.

It is for this reason that effective Monday, May 18th - we will no longer allow billing to these identified BTNs.

The files containing these BTNs are going to be placed on the FTP in directory \LOA\.

The file naming convention will be similar to these samples:

BTN_Reject_Business_CIC_YYYYMMDD.txt

BTN_Suspect_No_Match_CIC_YYYYMMDD.txt

ILD will no longer allow billing to any of the BTNs contained in these files....

Please pass this information on to any others within each company's organization that would need to be informed of this LOA information as well.

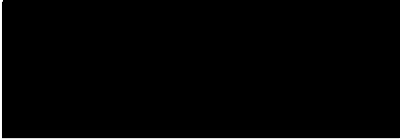
I am sure you can understand and appreciate our position. We recognize that this is an industry wide issue that will require diligence on both sides to combat misuse or fraud.

Regards,

Cindy


Cindy Pollack

Director, Client Relations - ILD 782



Marietta, Georgia 30064-3098

Office - 678-331-

Fax - 678- 331-

@ildmail.com

3230 W. Commercial Blvd., Suite 360
Oakland Park, FL 33308

May 20, 2009

Gregory Lane
Fone Right (CICs 1327, 1134)
REDACTED
Stevensville, MT 59870

Dear Mr. Lane,

During the period of April 2009, ILD's records indicate that inquiry and credit levels continue to be in excess of acceptable thresholds for your company. These issues negatively affect our image, LEC agreements, cost of providing billing service and therefore cannot continue.

The Bill Forwarding and Collections Agreement permits ILD to refuse the records of any CIC that is not in conformity with the agreement. Therefore, billing services may be suspended if ILD determines, in its sole discretion, providing such services adversely affects ILD's image or reputation.

The following actions must be taken immediately in order to continue to provide billing services pursuant to your agreement. You must review your current action plan, notify us of any changes to this plan, and ensure that all steps are being followed to reduce the number of complaints to an acceptable level. Please email acknowledgement and the updated plan to clientcompliance@ildmail.com by May 29, 2009.

ILD has posted the "Consumer Protection Standards of Practice for ILD Telecommunications" on our web site at www.ildtelecom.com/html/ILDTeleservicesConsumerProtectionStandards.htm and is a valuable resource of information. In addition, ILD has commissioned a web marketing best practices white paper which is also available on our web site.

ILD will continue to monitor complaints/credits for the next 30 days; ILD may suspend new billing or terminate your CIC if levels remain above acceptable thresholds. If a response is not received by May 29, 2009, ILD may refuse to accept billing records for the CIC(s) noted above.

ILD values our relationship with you, but we cannot and will not accept inquiry levels well in excess of historical levels. We are committed to providing a quality service to you and your customers all while maintaining a good reputation with all other outside constituents.

Thank you for your cooperation.

Respectfully,

Kathy McQuade
Vice President Billing Services

June 17, 2009

Rob Braach
Fone Right (CICs 1327 and 1134)
REDACTED
Stevensville, MT 59870

Dear Mr. Braach,

During the period of May 2009, ILD's records indicate that inquiry and credit levels continue to be in excess of acceptable thresholds for your company. These issues negatively affect our image, LEC agreements, cost of providing billing service and therefore cannot continue.

The Bill Forwarding and Collections Agreement permits ILD to refuse the records of any CIC that is not in conformity with the agreement. Therefore, billing services may be suspended if ILD determines, in its sole discretion, providing such services adversely affects ILD's image or reputation.

The following actions must be taken immediately in order to continue to provide billing services pursuant to your agreement. You must review your current action plan, notify us of any changes to this plan, and ensure that all steps are being followed to reduce the number of complaints to an acceptable level. In addition, please provide us the average length of service for your LEC billed customer base. We want to understand the average number of months your customers utilize voice mail services prior to cancellation. Please email acknowledgement and the updated plan to clientcompliance@ildmail.com by June 26, 2009.

ILD has posted the "Consumer Protection Standards of Practice for ILD Telecommunications" on our web site at www.ildtelecom.com/html/ILDTeleservicesConsumerProtectionStandards.htm and is a valuable resource of information. In addition, ILD has commissioned a web marketing best practices white paper which is also available on our web site.

ILD will continue to monitor complaints/credits for the next 30 days; ILD may suspend new billing or terminate your CIC if levels remain above acceptable thresholds. If a response is not received by June 26, 2009, ILD may refuse to accept billing records for the CIC(s) noted above.

ILD values our relationship with you, but we cannot and will not accept inquiry levels well in excess of historical levels. We are committed to providing a quality service to you and your customers all while maintaining a good reputation with all other outside constituents.

Thank you for your cooperation.

Respectfully,

Kathy McQuade
Vice President Billing Services

3230 W. Commercial Blvd., Suite 360
Oakland Park, FL 33309

July 28, 2009

Gregory Lane
Fone Right, Inc (CICs 1327, 1134)
REDACTED
Stevensville, MT 59870

Dear Mr. Lane,

During the period of June 2009, ILD's records indicate that inquiry and credit levels continue to be in excess of acceptable thresholds for your company. These issues negatively affect our image, LEC agreements, cost of providing billing service and therefore cannot continue.

The Bill Forwarding and Collections Agreement permits ILD to refuse the records of any CIC that is not in conformity with the agreement. Therefore, billing services may be suspended if ILD determines, in its sole discretion, providing such services adversely affects ILD's image or reputation.

The following actions must be taken immediately in order to continue to provide billing services pursuant to your agreement. You must review your current action plan, notify us of any changes to this plan, and ensure that all steps are being followed to reduce the number of inquiries and credits to an acceptable level. Please email acknowledgement and the updated plan to clientcompliance@ildmail.com by August 7, 2009.

ILD has posted the "Consumer Protection Standards of Practice for ILD Telecommunications" on our web site at www.ildtelecom.com/html/ILDTeleservicesConsumerProtectionStandards.htm and is a valuable resource of information. In addition, ILD has commissioned a web marketing best practices white paper which is also available on our web site.

ILD will continue to monitor inquiries and credits for the next 30 days; ILD may suspend new billing or terminate your CIC if levels remain above acceptable thresholds. If a response is not received by August 7, 2009, ILD may refuse to accept billing records for the CIC(s) noted above.

ILD values our relationship with you, but we cannot and will not accept inquiry and credit levels in excess of our thresholds. We are committed to providing a quality service to you and your customers all while maintaining a good reputation with all other outside constituents.

Thank you for your cooperation.

Respectfully,

Kathy McQuade
Vice President Billing Services

Cindy Pollack

From: Rebekah Cockrell <rebekah@americamedia.com>
Sent: Wednesday, June 03, 2009 1:53 PM
To: Client Compliance
Subject: re: Updated Action Plan
Attachments: ild_00000.tif; ild_00001.tif

Please see attached,

Thank you.

Rebekah Cockrell
Emerica Media Corp.
406-REDACTED
rebekah@americamedia.com

FoneRight, Inc.
2430 Rattlesnake Drive
Missoula, MT 59802

Voice – 702-REDACTED Fax – 888-486-7324

June 2, 2009

Ms. Kathy McQuade
Vice President Billing Services
ILD Telecommunications
3230 W. Commercial Blvd
Oakland Park, FL 33309

Re: Updated Action Plan

Dear Ms. McQuade,

FoneRight considers customer complaints a very serious matter. We strive to minimize customer dissatisfaction with our products. Our aim is to provide products and services of value to our customers. That said, when a customer does contact us, whether through our call center or via email or mail, we respond to all issues related to an inquiry and, when requested, will provide appropriate credits and prompt cancellation of services.

Our sales processes have evolved over time and we have instituted improvements that should help to minimize inquiries and complaints. Since sales began, we have required online customers' to provide us with a unique identifier to validate the sale. We currently require the mother's maiden name. This piece of information has proven to be a useful tool when sustaining a questioned sale and strengthens the electronic LOA. We also capture the IP address of the computer used by the customer to sign up for this service. This information is captured in the electronic LOA. An additional reinforcement tool, a welcome email, is sent to all new customers explaining the service, charges and cancellation details. Any returned e-mails result in an immediate cancellation of the account. The welcome email is sent immediately after the sale is concluded, usually while the customer is still on the browser.

Our customer service department is always very thorough when speaking with our customers. We investigate and respond to all customer queries. We have always maintained a liberal credit and cancellation policy. If a customer calls our center first, their questions or concerns will generally always be satisfied with cancellation of the service, issuance of credits or a refund check should their billing account be closed. A problem arises when the customer contacts their local carrier and some local carrier agents automatically consider the sale to be "cramming" related.

We do not bill any accounts without having received an electronic LOA and our electronic validation process is designed to screen out invalid e-mail addresses, billing addresses and blatantly false mother's maiden names. Further, we physically have an employee review the electronic submission to try and detect and false submissions and try and detect any patters that we might be able to embed in our electronic validations tools.

The Internet sales form is always filled out by a consumer. We take appropriate and required steps necessary to try to ensure that the customer filling out the form is the actual billing party or an authorized party. We are all subject to the problems created by the consumer that provides false information.

FoneRight has already taken the necessary steps to minimize complaints. For the month of June we have reduced the number of new sales in excess of 25%. Should it be necessary we will reduce the number of new sales in July a similar or greater amount. This reduction should lead to a notable reduction in future complaints. Further reductions in complaints should also come as a result of the forced cancellation of about 5000 records due to some matching criteria ILD applied.

I feel optimistic that the changes we have instituted, especially the decisions to strengthen controls and reduce new sales, along with ongoing customer service representative training and call monitoring, will minimize such incidents in all of our markets.

Should you have any questions or desire any further information, please feel free to call me.

Sincerely,



Rob Braach
Regulatory Contract Manager

Cindy Pollack

From: Rob Braach <rob@americamedia.com>
Sent: Thursday, June 25, 2009 12:47 PM
To: Client Compliance
Subject: Foneright Inc updated Action Plan
Attachments: Action Plan ILD update - Foneright June 25 2009 (R).doc

Dear Reviewer,

Please see the attached letter which was modified when I discovered a minor typo.

Sincerely

Rob Braach
Contract Regulatory Manager

Rob Braach, CPA, COO
Emerica Media Corporation
2120 So Reserve 5t PMB 210
Missoula MT 59801
office: 406-REDACTED
cell: 406-REDACTED
rob@americamedia.com

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FoneRight, Inc.
2430 Rattlesnake Drive
Missoula, MT 59802
Voice – 702-REDACTED Fax – 888-486-7324

June 25, 2009

Ms. Kathy McQuade
Vice President Billing Services
ILD Telecommunications
3230 W. Commercial Blvd, Suite 360
Oakland Park, FL 33309

Re: Response to June 17, 2009 letter

Dear Ms. McQuade,

We are in receipt of your letter dated June 17, 2009, whereby you asked us to review our current “action plan” and update it as necessary. Additionally, your letter also requested that we provide you with calculations of the “average length of service of our LEC billed customer base.” That said, the average length of service of our customer base is 8.32 months from the period beginning February 26, 2008, through the period ending May 29, 2009.

Changes to the Action Plan we submitted on June 2, 2009, are as follows:

- 1) As of June 1, 2009, we instituted SmartMatch validation services from Vertex Solutions Group. This screening process has reduced our new customer acceptance rate from 27 % to 20%. This screening process should improve our complaint numbers.
- 2) Additionally, for the month of July we will reduce the number of new sales by 50% from May 2009 levels.
- 3) Instituted additional customer service training to better explain credit processing timing with goal of reducing customer complaints related to credit showing up on their phone bill

In summary, we are hopeful these changes will bring our inquiry and credit levels to acceptable thresholds in the very near future.

Should you have any questions or desire any further information, please feel free to call me.

Sincerely,

Rob Braach
Regulatory Contract Manager

Cindy Pollack

From: Cindy Pollack
Sent: Tuesday, June 02, 2009 3:26 PM
To: Rob Braach
Subject: RE: April Cramming Reports for Voice Mail Professionals and Fone Right

Thanks again!

Cindy Pollack
Director, Client Relations - ILD 782

[REDACTED]
Marietta, Georgia 30064-3098
Office - 678-331-[REDACTED]
Fax - 678- 331-[REDACTED]
[REDACTED]@ildmail.com

-----Original Message-----

From: Rob Braach [mailto:rob@americamedia.com]
Sent: Tuesday, June 02, 2009 2:54 PM
To: Cindy Pollack
Subject: RE: April Cramming Reports for Voice Mail Professionals and Fone Right

Thanks. I will put it on my schedule of reports.

-----Original Message-----

From: Cindy Pollack [mailto:[\[REDACTED\]@ildmail.com](mailto:[REDACTED]@ildmail.com)]
Sent: Tuesday, June 02, 2009 12:07 PM
To: Rob Braach
Cc: Laurice Neely; Linda Felder
Subject: RE: April Cramming Reports for Voice Mail Professionals and Fone Right

Rob -

Thanks for sending these reports. Please do me a favor and ensure that these come to [REDACTED]@ildmail.com by the 5th of each month for the previous month to avoid any type of billing suspension going forward.

Your log ins for both companies are re-activated.

Have a good afternoon.

- Cindy

Cindy Pollack
Director, Client Relations - ILD 782

[REDACTED]
Marietta, Georgia 30064-3098
Office - 678-331-[REDACTED]
Fax - 678- 331-[REDACTED]
[REDACTED]@ildmail.com

-----Original Message-----

From: Rob Braach [mailto:rob@americamedia.com]
Sent: Tuesday, June 02, 2009 1:09 PM
To: Cindy Pollack
Subject: RE: April Cramming Reports for Voice Mail Professionals and Fone Right

Thank you. I just sent the reports in.

-----Original Message-----

From: Cindy Pollack [mailto:[\[REDACTED\]@ildmail.com](mailto:[REDACTED]@ildmail.com)]
Sent: Tuesday, June 02, 2009 10:42 AM
To: Rob Braach
Subject: FW: April Cramming Reports for Voice Mail Professionals and Fone Right
Importance: High

This is the email I sent yesterday.....

Cindy Pollack
Director, Client Relations - ILD 782

[REDACTED]
Marietta, Georgia 30064-3098
Office - 678-331-[REDACTED]
Fax - 678- 331-[REDACTED]
[REDACTED]@ildmail.com

-----Original Message-----

From: Cindy Pollack
Sent: Monday, June 01, 2009 1:35 PM
To: Steve Sann
Cc: Laurice Neely
Subject: April Cramming Reports for Voice Mail Professionals and Fone Right
Importance: High

Steve -

We do not find that the required April Cramming complaint spreadsheet

report for both Voice Mail Professionals and Fone Right was sent to [REDACTED]@ildmail.com by 5/5/09.

The spreadsheet and any associated LOA's must always be sent to the above email address by the 5th of each month for the previous month.

If you already sent these reports in for April that were due on 5/5 - please forward that email directly to [REDACTED]@ildmail.com.

Otherwise - please send these reports as soon as possible today. Until these reports are received, ILD had not other option - but to suspend billing until such reports are received and reviewed.

Once received and reviewed - we will once again allow billing. There will be no monthly reminders sent. The next set of cramming reports will be due no later than 6/5/09 for May.

Regards,
Cindy

Cindy Pollack
Director, Client Relations - JLD 782

[REDACTED]
Marietta, Georgia 30064-3098
Office - 678-331-[REDACTED]
Fax - 678- 331-[REDACTED]
cindy.pollack@ildmail.com

Cindy Pollack

From: Cindy Pollack
Sent: Wednesday, June 03, 2009 1:51 PM
To: Rob Braach
Cc: Laurice Neely
Subject: RE: ILD April Action Plan

Just checked with our Admin and we did not receive the confirmation "Return Receipt" back yet from the post office for the letter sent Mid May.

Cindy Pollack
Director, Client Relations - ILD 782

[REDACTED]

Marietta, Georgia 30064-3098

Office - 678-331-[REDACTED]

Fax - 678-331-[REDACTED]

[REDACTED]@ildmail.com

From: Rob Braach [<mailto:rob@americamedia.com>]
Sent: Wednesday, June 03, 2009 12:49 PM
To: Cindy Pollack
Subject: RE: ILD April Action Plan

Cindy,

We do not show that this was received. Do you have record of it having been signed for since it was certified.

From: Cindy Pollack [[mailto:\[REDACTED\]@ildmail.com](mailto:[REDACTED]@ildmail.com)]
Sent: Tuesday, June 02, 2009 4:00 PM
To: Rob Braach
Cc: Laurice Neely; Kathy McQuade
Subject: FW: ILD April Action Plan

Rob -

I see that you mentioned earlier today that Steve was traveling - so am forwarding this to you - just as an FYI.

Regards,
Cindy

Cindy Pollack
Director, Client Relations - ILD 782

[REDACTED]

Marietta, Georgia 30064-3098

Office - 678-331-[REDACTED]

Fax - 678-331-[REDACTED]

[REDACTED]@ildmail.com

From: Laurice Neely
Sent: Tuesday, June 02, 2009 5:14 PM

To: 'steve@americamedia.com'
Cc: Kathy McQuade; Cindy Pollack
Subject: ILD April Action Plan

Steve,

Attached is a copy of the letter sent to Fone Right on May 21st via certified letter. The letters explain that Fone Right is out of compliance for inquiry and complaint thresholds for the month of April and requests an action plan to be submitted to ILD by May 29th. As of today we have not received a response.

These issues negatively affect our image, LEC agreements, cost of providing billing service and therefore cannot continue. The Bill Forwarding and Collections Agreement permits ILD to refuse the records of any CIC that is not in conformity with the agreement. Therefore, billing services may be suspended if ILD determines, in its sole discretion, providing such services adversely affects ILD's image or reputation.

It is imperative we receive a plan of action from you by Friday June 5th to prevent suspension of billing. If you have any questions you can reach me at 678-467-5183. Your assistance in this matter is greatly appreciated.

Thank you

Laurice Neely
Regulatory Compliance

August 18, 2009

Gregory Lane
Fone Rite, Inc.
2120 S. Reserve Street
PMB 230
Missoula, MT 59801

Dear Mr. Lane,

As you know, ILD constantly monitors the inquiry and credit levels on its clients and takes action when those levels consistently exceed acceptable guidelines. FoneRite has significantly surpassed our thresholds for four months with no improvement and has been involved in recent regulatory and media complaints. Accordingly, we will be taking the following action immediately:

- ILD will not accept any billing from FoneRite for any consumer who has not been billed previously.
- ILD will grant you 90 days to completely transition the billing to another company. We will accept billing for consumers who have been billed previously for 90 days.
- We will take over the primary inquiry service for FoneRite effective immediately, and will not refer consumers to FoneRite.

Thank you for your immediate attention.

Respectfully,

Kathy McQuade
Vice President-Payment Processing

Cindy Pollack

From: Rebekah Cockrell <rebekah@americamedia.com>
Sent: Monday, September 28, 2009 6:43 PM
To: Cindy Pollack
Cc: Rob Braach
Subject: RE: Important Information - Verizon Action Plan Request - Fone Right
Attachments: 7758820918.pdf; 7758858962.pdf

Hi Cindy,
Please see attached.

Rebekah

From: Cindy Pollack [mailto: [REDACTED]@ildmail.com]
Sent: Monday, September 28, 2009 2:42 PM
To: Rob Braach
Subject: RE: Important Information - Verizon Action Plan Request - Fone Right
Importance: High

Thanks Rob...

On another note – can you please send me the LOAs for the following American eVoice complaints as soon as possible?

775-885-[REDACTED]
775-882-[REDACTED]

Thanks,
Cindy

Cindy Pollack
Director, Client Relations - ILD 782
707 Whitlock Avenue SW
STE E20
Marietta, Georgia 30064-3098
Office - 678-331-[REDACTED]
Fax - 678- 331-[REDACTED]
[REDACTED]@ildmail.com

From: Rob Braach [mailto:rob@americamedia.com]
Sent: Monday, September 28, 2009 4:09 PM
To: Cindy Pollack
Subject: RE: Important Information - Verizon Action Plan Request - Fone Right

Thanks. It is on top of my list of things to get done this week.

From: Cindy Pollack [mailto: [REDACTED]@ildmail.com]
Sent: Friday, September 25, 2009 10:54 AM
To: Rob Braach

Subject: FW: Important Information - Verizon Action Plan Request - Fone Right
Importance: High

Rob – just resending with the subject line filled in this time – just wanted to be sure you saw this,,,,,,,,,

Thanks,
Cindy

From: Cindy Pollack
Sent: Friday, September 25, 2009 12:49 PM
To: 'Rob Braach'
Cc: Kathy McQuade
Subject:
Importance: High

Rob -

Verizon is requesting an action plan for Fone Right - since Fone Right has exceeded the cramming complaint threshold in Verizon for the month of August which is less than 1%:

August - 92 complaints, 2736 bills, = 3.36%

Please use the spreadsheet of the BTN's attached for #1 and #2 below. (I am also including the complaint BTNS sent by Verizon for July as well which may aid you in your investigation as to why these customers called Verizon with their cramming complaint).

Please investigate these inquiries and provide ILD with a detailed action plan explaining how these complaints will be reduced below the Verizon threshold - which will be forwarded on to Verizon.

The Action Plan must include a detailed account of the following:

1. Investigative steps taken to determine the cause of elevated cramming inquiries.
2. Findings of the investigation.
3. Remedial actions implemented to reduce cramming inquiries in Verizon regions to acceptable levels and the date by which the Sub-CIC commits to be in compliance.
4. Sub-CIC's plan to maintain acceptable levels of inquiries.

Upon receipt of an Action Plan, acceptable to Verizon, Verizon will continue to monitor cramming complaints. Verizon may terminate a Sub-CIC if complaint levels remain above acceptable levels.

Please forward the action plan to ILD for review by Friday, October 2, 2009.

Thanks,
Cindy

LOA:
Sale Date: 2/6/2008
Sale Time: 11:30:29 PM
Ip Address: [REDACTED]

First Name:*	Last Name:*	Street Address:*	#:
SANDRA	RACKLEY	[REDACTED]	[REDACTED]

City:*	State:*	Zip:*	Home Phone:*	Email Address:*
CARSON CITY	NV	89706	775-882-[REDACTED]	[REDACTED]@AOL.COM

(No Cell Phones)

For your protection and as a security measure they ask that you provide them with your mother's maiden name. Please enter your mother's maiden name here:

Please enter your Mother's Maiden Name: [REDACTED]

By clicking the "Sign Me Up" button below, I confirm the information submitted and that I am 18 years old or older and are duly authorized by the telephone account owner to make changes to and / or incur charges on this telephone bill account provided. Further I confirm my understanding and approval of the [Privacy Policy](#) and [Terms and Conditions](#) of this offer. The voicemail service is \$14.95 per month and will appear on your local telephone bill on the ILD Teleservices page as being billed on behalf of American eVoice unless you cancel. You can cancel at anytime by calling Customer Service at 866-576-1875 or by emailing us at support@myAmericaneVoice.com or writing us at Processing Center, 2120 S. Reserve St. PMB 239 Missoula MT 59801.

Congratulations on joining American eVoice. A confirmation email will be sent to you from support@myAmericaneVoice.com to your email address. This email will contain your login information and instructions on how to use your new services.

Sincerely,
American eVoice

Yes, By checking here you agree to the [Terms and Conditions](#) of this offer.

Sign Me Up!

LOA:
Sale Date: 6/11/2007
Sale Time: 9:22:31 PM
Ip Address: [REDACTED]

First Name:*	Last Name:*	Street Address:*	#:
DANIELLE	THOMPSON	[REDACTED]	

City:*	State:*	Zip:*	Home Phone:*	Email Address:*
CARSON CITY	NV	89701	775-885-[REDACTED]	[REDACTED]@YAHOO.COM

(No Cell Phones)

For your protection and as a security measure they ask that you provide them with your mother's maiden name. Please enter your mother's maiden name here:

Please enter your Mother's Maiden Name: [REDACTED]

By clicking the "Sign Me Up" button below, I confirm the information submitted and that I am 18 years old or older and are duly authorized by the telephone account owner to make changes to and / or incur charges on this telephone bill account provided. Further I confirm my understanding and approval of the [Privacy Policy](#) and [Terms and Conditions](#) of this offer. The voicemail service is \$14.95 per month and will appear on your local telephone bill on the ILD Teleservices page as being billed on behalf of American eVoice unless you cancel. You can cancel at anytime by calling Customer Service at 866-576-1875 or by emailing us at support@myAmericaneVoice.com or writing us at Processing Center, 2120 S. Reserve St. PMB 239 Missoula MT 59801.

Congratulations on joining American eVoice. A confirmation email will be sent to you from support@myAmericaneVoice.com to your email address. This email will contain your login information and instructions on how to use your new services.

Sincerely,
American eVoice

Yes, By checking here you agree to the [Terms and Conditions](#) of this offer.

Sign Me Up!

Cindy Pollack

From: Rob Braach <rob@americamedia.com>
Sent: Friday, October 02, 2009 1:47 PM
To: Cindy Pollack
Subject: Action Plan ILD Verizon- Foneright Oct 2 2009 V1
Attachments: Action Plan ILD Verizon- Foneright Oct 2 2009 V1.doc

Hello Cindy,

Please review and let me know if you need anything edited.

Thanks

FoneRight, Inc.
2430 Rattlesnake Drive
Missoula, MT 59802
Voice – 702-**REDACTED** Fax – 888-486-7324

October 2, 2009

Ms. Kathy McQuade
Vice President Billing Services
ILD Telecommunications
3230 W. Commercial Blvd, Suite 360
Oakland Park, FL 33309

Re: Response to September 25 notice-Verizon

Dear Ms. McQuade,

We are in receipt of your email dated September 25, 2009, whereby you requested an Action Plan on behalf of Verizon. In response, we offer the following:

- 1) As of June 1, 2009, we instituted SmartMatch validation services from Vertex Solutions Group. This screening process has reduced our new customer acceptance rate from 27 % to less than 20%. We believe this screening process will reduce our complaint numbers.
- 2) We reduced our new marketing in the month of August to 1619 customers as compared to 6709 new customers in July. Marketing was ceased effective August 18, 2009.

We believe that the fundamental issue with the elevated inquiries and credits was a direct result a transition to a new call center beginning May of 2009. The center had significant outages in June, July and August related to technology problems (firewall issues, switches, severed cable, etc).

Fortunately, these issues are not affecting our customers now that ILD has taken over customer service as of late August 2009.

As you are well aware, ILD has stopped any new marketing for sellers of voice mail services as of August 18. That said, we clearly will not be generating any future complaints from new marketing. Also, whatever problems that had arisen because of our call center problems have been eliminated since calls are being routed to ILD.

Of course, we continue to answer electronic and U.S. mail correspondence and will continue to cancel service as requested. Finally, we have relaxed our credit policy in an effort to further reduce complaint levels.

In summary, we are hopeful these changes will bring our inquiry and credit levels to acceptable thresholds in the very near future.

Should you have any questions or desire any further information, please feel free to call me.

Sincerely,

Rob Braach
Contract Regulatory Manager

ILD Telecommunications, Inc. Billing and Collections Agreement

This Agreement is made this _____ day of _____, 2006 by Voice Mail Professionals, Inc. ("Customer") a Nevada corporation with its principal office at:

889 S. Rainbow Boulevard
Suite 619
Las Vegas, NV 89145

And

ILD Telecommunications, Inc. ("ILD"), a Delaware corporation with its principal office located at 16200 Addison Road, Suite 180, Addison, Texas 75001.

ARTICLE 1: SERVICES TO BE PROVIDED

1.1 ILD shall provide billing and collection services for call records supplied by Customer. Customer's messages shall be provided in a format acceptable to ILD and will be subject to the limitations described in Article 4 of this Agreement. ILD reserves the right to refuse billing if in its sole discretion it considers the message type to be in violation of any state, federal or telecommunications laws or statutes, outside the standards of practice defined by CERB (Coalition to Ensure Responsible Billing) and contained as Schedule B of this Agreement, of an objectionable nature, considers the rates to be in excess of normal industry standards or considers such billing to be in violation of the terms and conditions of its contracts with the Local Exchange Carriers (LECs). ILD reserves the right to make quarterly visits to Customer's premises. Additionally, should ILD be notified or become aware of complaints on Customer's billing that exceed the industry standards, ILD will contact Customer and arrange for a site visit within 5 (five) business days in order to review all customer service, quality assurance and client acquisition policies of Customer.

1.2 Charges for billing and collection services shall be as specified in Schedule A attached hereto. As indicated in Schedule A, Local Exchange Carriers (LECs) billing and collection charges are billed as additional charges which vary by LEC and which are subject to change without notice.

Charges include but are not limited to the following:

- a. LEC bill rendered and per message charges for all calls presented for billing.
- b. Specific unbillable Customer calls (e.g. vacant number or coin).
- c. Prorata portion of unbillable calls from those LECs that do not provide unbillable call detail. This prorata amount will be calculated from the proportion which the total dollar amount of Customer calls bears to the total of all calls billed through ILD for the period involved. Such calculations may be by LEC or Revenue Accounting Office (RAO) within the LEC.
- d. Bad debt allowance holdbacks. Holdbacks will be determined on a customer specific basis based on each customer's actual experience with true ups in concurrence with each LEC true up.
- e. Specific identifiable adjustments due to ILD or the LEC determining the message(s) to be uncollectible.
- f. Prorata portion of adjustments for uncollectible calls that cannot be identified to a specific customer.
- g. Programming and development fees for regulatory requirements such as sub-carrier billing identification.

ARTICLE 2: SECURITY

Customer hereby grants ILD a continuing security interest in and a right of offset against all accounts receivable of Customer which arise in connection with any message billed by ILD. This security interest and right of offset is

Please mail originals to: **ILD Telecommunications, Inc.**
Billing Services Division, 3230 W Commercial Blvd, Ste 360, Ft. Lauderdale, FL 33309

intended to secure all Customer's obligations and liabilities to ILD under this Agreement or otherwise. ILD reserves the right to deduct the proceeds of any product offering to which Customer subscribes to secure the debt on any other product. Notwithstanding the foregoing, if Customer elects to participate in ILD's Advanced Payment Agreement, then the submission of call records by Customer shall constitute a sale and transfer by Customer to ILD of such call records, free and clear of any liens or encumbrances, subject to the terms and conditions of the Advanced Payment Agreement.

ARTICLE 3: SETTLEMENT

Billing statements will be prepared by ILD for each message file received from Customer. Settlement payments will occur on the first Friday following the expiration of seven (7) business days after receipt and reconciliation by ILD of funds from a LEC for accepted call records. Any and all charges due ILD by Customer for the settlement month will be deducted from the settlement. The charges due for any settlement period include all known charges for the current settlement period and charges from any prior period which have not previously been charged to the Customer. Settlement statements will be posted on the ILD customer website and will provide the following information:

- a. The total number of Customer messages forwarded for billing and the charges therefore in accordance with Schedule A attached.
- b. The gross dollar amount of all messages billed by ILD for Customer.
- c. ILD processing charges and finance interest, if any.
- d. The total number of end user inquiries handled by ILD's customer service department and the charges therefore in accordance with Schedule A attached hereto and made a part hereof.
- e. Summary of charges for the LEC fees related to the messages billed under Item B above. These fees will include those enumerated in Article 1.2 and Schedule A and any other charges assessed by the LEC relating to the message.
- f. True-ups reflecting changes in the actual charges, uncollectible reserves, etc. of the associated LECs.
- g. Chargebacks for calls returned by the LECs or refunded by ILD.
- h. ILD Long Term Reserve held at 3% of Gross Revenue and trued up on a rolling 13 month basis.
- i. Miscellaneous charges such as express delivery fees, regulatory fees, ACH fees, or any other charges applicable to Customer for the settlement month.

In the event that Customer cancels this Agreement or there is insufficient billing "in-house" to cover anticipated future LEC adjustments and bad debt, ILD reserves the right to withhold a portion or all of Customer's settlements until such time as it feels is necessary for the LECs to process all aforementioned adjustments and bad debt. In the event that there are insufficient funds held to cover these expenses, an invoice showing the amount due ILD will be sent to Customer; Customer agrees to pay this invoice immediately upon receipt.

ARTICLE 4: LIMITATIONS

Customer hereby acknowledges its understanding that ILD is limited to providing Intra-state billing and collection services in those states where Customer has certificate of authority or certificate or tariff is not required. Customer must provide proof of necessary certifications and/or tariffs for each applicable state. Customer represents and warrants that all messages submitted to ILD for billing and collection under the terms of this Agreement will have been validated through an industry recognized LIDB validation service provider. Additionally, Customer agrees to show ILD proof of an active Line Information Database ("LIDB") validation agreement upon request. Furthermore, Customer acknowledges its understanding that ILD is also limited to providing billing and collection services in those areas where it has agreements with the LECs. Upon request, ILD will provide Customer with its on net/off net file on a monthly basis at no additional charge to Customer. It is understood by Customer that each LEC has certain restrictions as to the age of any message that may be outcleared through its Billing and Collection Agreement. Any message sent to ILD for outclearing that exceeds this age limit will be rejected by ILD and returned to Customer. ILD will provide a list of message age limits by LEC upon request of Customer.

ARTICLE 5: WARRANTY AND LIMITATION OF LIABILITY

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ARTICLE 21: TERM

The initial term of this Agreement shall commence on the date of Customer's first billing message submittal to ILD and shall continue in full force and effect for a period of twelve (12) months. This Agreement shall be automatically extended for successive one-year periods thereafter unless canceled by either party with ninety (90) days written notice pursuant to Article 7 of this Agreement.

ARTICLE 22: TAXES

Customer grants ILD full authority on its behalf to authorize the LECs to apply taxes associated with billing and collections services in the same manner in which they apply these taxes to their own end users.

ILD, based solely on the information provided by the LECs, will file and remit applicable taxes to the appropriate taxing authority. Customer agrees that ILD is acting only as Customer's agent with respect to the billing and collection of taxes. ILD will have no liability whatsoever to Customer for incorrect information supplied by the LECs. Customer will indemnify and hold ILD harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, that are asserted against or incurred by ILD as a result of or in connection with any of these said tax items.

Customer will be solely responsible for calculating, and advising ILD with respect to, any Foreign Intrastate Taxes and any other taxes that are not calculated by the LEC.

ARTICLE 23: INQUIRY SERVICE

Customer acknowledges that the telephone number printed on the end user bill page as the first point of inquiry will be that of ILD. Calls that the LEC cannot handle such as rate disputes will be referred to ILD's Customer Service Department for handling. Customer grants ILD or its agent full authority to make adjustments or to authorize the LECs to make adjustments on calls when ILD deems it warranted. ILD will provide any end user with Customer's name, address and telephone number upon demand. Charges for inquiry services provided by ILD shall be as specified in Schedule A attached hereto and made a part hereof. Customer agrees to provide ILD with a list of its current rate schedules and certifications prior to ILD releasing billing on Customer's behalf to enable ILD to perform proper customer service functions. Upon request by ILD, Customer further agrees to provide the location information of any telephone number designated as origination numbers on Customer's billing files. Customer shall designate a point of contact regarding inquiries handled by ILD's Customer Service Department.

ARTICLE 24: CHANGES IN PRICING

The pricing set forth in the schedules attached hereto is subject to change upon thirty- (30) days' written notice from ILD.

ARTICLE 25: MISCELLANEOUS PROVISIONS

- a. Time is of the essence. Time is of the essence in this Agreement.
- b. Previously/Concurrently billed messages. By submitting billing to ILD, Customer represents that none of said messages have been previously billed to the end user in any form or format.
- c. Special Requests. Special requests by Customer such as unique reports or any other requests not provided in the normal course of business will be reviewed by ILD. ILD agrees to obtain written approval from Customer with respect to any charges over and above the normal billing and collection charges outlined in this Agreement. Customer understands and agrees that any such charges will be deducted from the settlement for the month in which said charges are incurred.

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd. Ste 360, Ft. Lauderdale, FL 33309

IN WITNESS WHEREOF, Customer and ILD have executed this Agreement as of the day and year shown below.

ILD TELECOMMUNICATIONS, INC.

Voice Mail Professionals, Inc.

By: *Kath McVase*
(Authorized Representative)

By: *Terry Lane*
(Authorized Representative)

Kath McVase
(Print Name)

Terry Lane
(Print Name)

8-17-06
(Date Received)

7/27/06
(Date)

Please mail originals to: ILD Telecommunications, Inc.
Billing Services Division, 3230 W Commercial Blvd. Ste 360, Ft. Lauderdale, FL 33309



ILD TELECOMMUNICATIONS CONTACT DATA FORM

COMPANY INFORMATION

Name:	Voice Mail Professionals, Inc	Sub CIC Code:	
Street Address:	2120 So Reserve ST PMB 257		
City:	Missoula	State:	MT
		Zip:	59801
Web Site Address:	www.myvoicemailprofessionals.com	Toll Free Customer Service #:	866-576-1876
Days and Hours of Customer Service Operation:	Mon-Fri 9am est -8pm est	Name of LIDB Service Provider:	Vertex Solutions Group
Name of Third Party Verification Provider (if telemarketing):		Name of Authentication Provider (if Internet Sign Up)	

CONTACT INFORMATION

Contract Contact (President or Owner)		Name:	Terry Lane
Title :	President	E-mail Address:	terry@myvoicemailprofessionals.com
Contact Number:	702-REDACTED	Fax Number:	888.486.7494
Public Relations Contact (Highest Ranking Officer of Company)		Name & Title	Terry Lane
E-Mail Address:	terry@myvoicemailprofessionals.com	Contact Number:	702-REDACTED
Cell Number:		Fax Number:	888.486.7494
Technical Contact		Name:	Nathan Sann
Title :	IT Manager	E-mail Address:	nate@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.486.7494
Regulatory Contact		Name:	Rob Braach
Title :	Regulatory Manager	E-mail Address:	rob@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.486.7494
Customer Service Contact		Name:	Rebekah Cockrell
Title :	Customer Service Manager	E-mail Address:	Rebekah@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.486.7494
Authorization Contact (provides authorization information immediately upon request)		Name:	Rob Braach
Title :	Regulatory Manager	E-mail Address:	rob@americamedia.com
Contact Number:	406-REDACTED	Fax Number:	888.486.7494

PRODUCT TYPE (Please check all that apply - If other, be specific)

COCOT:	Inmate:	IXC:	OPS:	Reseller:	ISP:	Other:
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BANKING INFORMATION

Bank Address:						
City:				State:		Zip:
Version 2.0 111703			Title:			Contact #:
Account Name						
Account Number:				Bank ABA Routing # (for ACH's not wires)		

HISTORY

Provide information below for all current and previous (for 3 years) of all Corporate Officers, Owners, affiliates, Directors and Principals. **ILD will perform a Business Profile background search on the company and a State and Federal Criminal Search for each principal of the company. (Add pages if necessary)**

Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	
Name:		Title:		Social Security #:	

Provide Names of any current affiliated business entities:

Name:				Phone #:	
Address:					
City:			State:		Zip:
Name:				Phone #:	
Address:					
City:			State:		Zip:
Name:				Phone #:	
Address:					
City:			State:		Zip:

List any previous names utilized by the company

Name:	
Name:	
Name:	
Name:	

Provide the number and disposition of any enforcement action, investigation, or complaints initiated by state or federal enforcement agencies against the business or any of its directors, principals, owners or affiliates that were filed in the past three years or are still pending.

--

3230 W. Commercial Blvd., Suite 360
Oakland Park, FL 33308

August 20, 2009

Terry Lane
Voice Mail Professionals (CICs 1021 and 1321)
2120 S. Reserve Street
PMB #257
Missoula, MT 89145

Dear Mr. Lane,

During the period of July 2009, ILD's records indicate that inquiry and credit levels exceed acceptable thresholds for your company. These issues negatively affect our image, LEC agreements, cost of providing billing service and therefore cannot continue.

The Bill Forwarding and Collections Agreement permits ILD to refuse the records of any CIC that is not in conformity with the agreement. Therefore, billing services may be suspended if ILD determines, in its sole discretion, providing such services adversely affects ILD's image or reputation.

The following actions must be taken immediately in order to continue to provide billing services pursuant to your agreement.

You must investigate the underlying cause(s) for this situation and provide ILD with a detailed action plan explaining how the inquiry and credit levels will be reduced to an acceptable level. Please email the plan to clientcompliance@ildmail.com by August 31, 2009.

The action plan must include a detailed account of the following:

1. Investigative steps taken to determine the cause of the elevated inquiries and credits.
2. Findings of the investigation.
3. A remedial action plan you intend to implement to reduce inquiries and credits to an acceptable level and the date by which you commit to be in compliance.
4. Plan to maintain acceptable levels of inquiries and credits.

ILD has posted the "Consumer Protection Standards of Practice for ILD Telecommunications" on our web site at www.ildtelecom.com/html/ILDTelecomServicesConsumerProtectionStandards.htm and is a valuable resource of information. In addition, ILD has commissioned a web marketing best practices white paper which is also available on our web site.

Upon receipt of an Action Plan acceptable to ILD, ILD will continue to monitor inquiry and credit levels. ILD may suspend new billing or terminate your CIC if levels remain above acceptable thresholds. If a response is not received by August 31, 2009, ILD may refuse to accept billing records for the CIC(s) noted above.

ILD values our relationship with you, but we cannot and will not accept inquiry and credit levels in excess of our thresholds. We are committed to providing a quality service to you and your customers all while maintaining a good reputation with all other outside constituents.

Thank you for your cooperation.

Respectfully,

Kathy McQuade
Vice President Billing Services

Cindy Pollack

From: Rob Braach <rob@americamedia.com>
Sent: Thursday, August 27, 2009 7:21 PM
To: Client Compliance
Subject: Action Plan ILD update - VMP August 26 2009
Attachments: Action Plan ILD update - VMP August 26 2009.doc

V O I C E M A I L
PROFESSIONALS

2120 South Reserve Street, PMB #257

Missoula, MT 59801

Voice – 702-REDACTED Fax – 888-486-7494

August 26, 2009

Ms. Kathy McQuade, VP Billing Services
ILD Telecommunications
3230 W. Commercial Blvd, Suite 360
Oakland Park, FL 33309

Re: Response to August 17, 2009 letter

Dear Ms. McQuade,

We are in receipt of your letter dated August 17, 2009, whereby you asked us to “provide a detailed action plan explaining how the inquiry and credit levels will be reduced to an acceptable level.”

We believe that the fundamental issue with the elevated inquiries and credits was a direct result of our transition to a new call center in Barbados beginning on April 22, 2009. The call center had six outages in June related to technology problems (firewall issues, switches, severed cable, etc). Outages in July were sporadic and shorter but occurred four times. The majority of the call center issues have now been resolved with only a couple of minor issues occurring in August. The call center has been diligently working to resolve the issues and our call center manager is flying to visit the center in question next week. Additionally, we have received proposals from three other call centers and will have visited all of the centers by the end of the next two weeks. We will likely switch our calls to one of the centers by the end of October 2009.

As you are well aware, ILD has stopped any new marketing for sellers of voice mail services as of August 18. Additionally, ILD has now taken the step of routing all of our inquiries to its internal call center. That said, we clearly will not be generating any future complaints from new marketing. Also, whatever problems that might arise out of our call center, will be negated since calls are being routed to ILD.

Of course, we continue to answer electronic or US Mail correspondence and will continue to cancel as requested and will be even more liberal with the issuance of credits when requested by the customer.

Should you have any questions or desire any further information, please feel free to call me.

Sincerely,

Terry Lane, President

Cindy Pollack

From: Rob Braach <rob@americamedia.com>
Sent: Thursday, September 24, 2009 9:13 AM
To: Client Compliance
Cc: Rob Braach; Terry Sann
Subject: Voice Mail Pro Action Plan update
Attachments: Action Plan ILD update - VMP September 24 2009.doc

Dear Reviewer,

Attached please find the updated action plan submitted on behalf of Voice Mail Professionals. Should you have any questions, please do not hesitate to ask.

Rob Braach, CPA
Regulatory Contract Manager
Emerica Media Corporation
2120 So Reserve St PMB 210
Missoula MT 59801
office: 406-REDACTED
cell: 406-
rob@americamedia.com

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TAX ADVICE NOTICE: To ensure compliance with U.S. Treasury Department Circular 230, we inform you that any tax advice that may be contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under Section 6662(a)(2) of the Internal Revenue Code for underpayment of federal taxes, or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

VOICE MAIL
PROFESSIONALS

2120 South Reserve Street, PMB #257
Missoula, MT 59801
Voice – 702- REDACTED Fax – 888-486-7494

September 24, 2009

Ms. Kathy McQuade, VP Billing Services
ILD Telecommunications
3230 W. Commercial Blvd, Suite 360
Oakland Park, FL 33309

Re: Response to September 11, 2009 Action Plan Update

Dear Ms. McQuade,

We are in receipt of your letter dated September 11, 2009, whereby you asked us to “review our current action plan, notify us of any changes to this plan, and ensure that all steps are being followed to reduce the number of inquiries and credits to an acceptable level.”

We know that the fundamental issue with the elevated inquiries and credits was a direct result a transition to a new call center in Barbados beginning on April 22, 2009. The call center had six outages in June related to technology problems (firewall issues, switches, severed cable, etc). Outages in July were sporadic and shorter but occurred four times. Incidences of problems in August were reduced from prior month levels, but any such issues are problematic. The most recent issue saw the call center go down on September 22 for two hours when Global Crossing service was interrupted.

Fortunately, these issues are not affecting our customers now that ILD has taken over customer service. Should ILD allow us to handle our customer service calls again, we are confident that we can successfully do that since we are switching (October 1) to a U.S. based call center with significant redundancy and ability to switch calls to one of their seven call centers should a problem arise in the assigned location.

As you are well aware, ILD has stopped any new marketing for sellers of voice mail services as of August 18. That said, we clearly will not be generating any future complaints from new marketing. Also, whatever problems that had arisen because of our call center problems have been eliminated since calls are being routed to ILD.

Of course, we continue to answer electronic and U.S. mail correspondence and will continue to cancel service as requested. Finally, we have relaxed our credit policy in an effort to further reduce complaint levels.

Should you have any questions or desire any further information, please feel free to contact me at 816-REDACTED

Sincerely,

Terry Lane, President

Cindy Pollack

From: Cindy Pollack
Sent: Thursday, October 08, 2009 12:24 PM
To: Daniel Bethke; Rob Braach
Subject: RE: refund 660 [REDACTED] (UNCLASSIFIED)

1321090223robc.crd

352 2 (\$29.90)

10/7/2009 4:59:36 PM Processed

OK – I see this file was received and processed this time around.

Have a good afternoon!

Cindy Pollack
Director, Client Relations - IL D 782

[REDACTED]
Marietta, Georgia 30064-3098
Office - 678-331-[REDACTED]
Fax - 678- 331-[REDACTED]
[REDACTED]@ildmail.com

From: Daniel Bethke [mailto:dan@americamedia.com]
Sent: Wednesday, October 07, 2009 6:06 PM
To: Daniel Bethke; Rob Braach
Cc: Cindy Pollack
Subject: RE: refund 660 [REDACTED] (UNCLASSIFIED)

I've been instructed to remove all but that record from the credit file and re-upload it as they must have the credit on their phone bill as they cannot accept a credit check due to being a government agency.. So it's done – file named 1321090223robc.crd

Thanks
Dan

From: Daniel Bethke
Sent: Wednesday, October 07, 2009 10:07 AM
To: Rob Braach
Cc: '[REDACTED]@ildmail.com'
Subject: RE: refund 660 [REDACTED] (UNCLASSIFIED)

Hi Cindy...

How would you like that file sent? Via email, or just use the ILD website and upload it?

Are you saying you received nothing for 2/23/09 from us at all? So should I be sending the entire days business for all our companies?

Thanks
Dan

From: Rob Braach
Sent: Wednesday, October 07, 2009 9:49 AM
To: Daniel Bethke
Subject: FW: refund 6605 [REDACTED] (UNCLASSIFIED)

Can you get this credit submitted. When you do, let me know so I can let customer know.

From: Cindy Pollack [mailto:[REDACTED]@ildmail.com]
Sent: Wednesday, October 07, 2009 8:54 AM
To: Rob Braach
Subject: RE: refund 660 [REDACTED] (UNCLASSIFIED)

Rob -
I was waiting on the response back from your IT group as to what file they sent these credits in,,,,
I saw the response came in last night after your email....
At any rate - we never processed the credit file that Dan sent - 1321090223c.crd
If you look at your billing reports for the two bill cycle weeks surrounding the 2/23/09 date - you will see the following:

Billing Reports for VOICE MAIL PROFESSIONALS

CIC	File Name	Bill Date	Loaded		Billable			Non-Billable		
			Calls	Amount	Calls	CIC Amount	Amount	Calls	CIC Amount	Amount
1321	1321 [REDACTED].c.crd	2/28/2009	554	(\$8,282.30)	554	(\$8,282.30)	(\$8,282.30)	0	\$0.00	\$0.00
1321	1321 [REDACTED].c.crd	2/28/2009	333	(\$4,978.35)	333	(\$4,978.35)	(\$4,978.35)	0	\$0.00	\$0.00
1321	1321 [REDACTED].d.crd	2/28/2009	135	(\$2,018.25)	135	(\$2,018.25)	(\$2,018.25)	0	\$0.00	\$0.00
1321	1321 ILDP [REDACTED].8.crd	2/28/2009	70	(\$1,046.50)	70	(\$1,046.50)	(\$1,046.50)	0	\$0.00	\$0.00

Screen Excel Download

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[Return To Main Screen](#)

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ph: (800) 458-[REDACTED] email: [REDACTED]@ildmail.com

Billing Reports for VOICE MAIL PROFESSIONALS

CIC	File Name	Bill Date	Loaded		Billable			Non-Billable		
			Calls	Amount	Calls	CIC Amount	Amount	Calls	CIC Amount	Amount
1321	1321 [REDACTED].c.crd	2/21/2009	1,277	(\$19,091.15)	1,277	(\$19,091.15)	(\$19,091.15)	0	\$0.00	\$0.00
1321	1321 [REDACTED].221.crd	2/21/2009	105	(\$1,569.75)	105	(\$1,569.75)	(\$1,569.75)	0	\$0.00	\$0.00

[Return To Billing Reports Home](#)[Return To Main Screen](#)

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 ph: (800) 458- [REDACTED] email: [REDACTED]@ildmail.com

The email logs show no files uploaded around these dates either:

Date Sent	To	Subject	Body
2/27/2009 7:53:02 AM	[REDACTED]@earthlink.net [REDACTED]@emc-data.com [REDACTED]@ildmail.com	ILD Upload Confirmation	Your upload was successful. File Uploaded: 1321090226c.crd File (... more)
2/27/2009 7:52:53 AM	[REDACTED]@earthlink.net [REDACTED]@emc-data.com [REDACTED]@ildmail.com	ILD Upload Confirmation	Your upload was successful. File Uploaded: 1021090227c.crd File (... more)
2/27/2009 7:52:45 AM	[REDACTED]@earthlink.net [REDACTED]@emc-data.com [REDACTED]@ildmail.com	ILD Upload Confirmation	Your upload was successful. File Uploaded: 1021090226c.crd File (... more)
2/23/2009 3:00:37 PM	[REDACTED]@earthlink.net [REDACTED]@emc-data.com [REDACTED]@ildmail.com	ILD Batch Validation Upload Confirmation	Your upload was successful. File Uploaded: 1321_ILD02202009.hbn File (... more)
2/17/2009 4:04:51 AM	[REDACTED]@earthlink.net [REDACTED]@emc-data.com [REDACTED]@ildmail.com	LOA upload Return Data	This report (C:\Temp\1321_LSUM_20090217_040450.ERR) was automatically generated at 2/17/2009 4:04:50 AM

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[Next Page >>](#)

Hope this helps!

Cindy Pollack
 Director, Client Relations - ILD 782

[REDACTED]
 Marietta, Georgia 30064-3098
 Office - 678-331-[REDACTED]
 Fax - 678-331-[REDACTED]
 [REDACTED]@ildmail.com

-----Original Message-----

From: Rob Braach [mailto:rob@americamedia.com]
 Sent: Tuesday, October 06, 2009 7:01 PM
 To: Cindy Pollack
 Subject: refund 660 [REDACTED] (UNCLASSIFIED)
 Importance: High

Hi Cindy,

I have not received a response to this item yet. Can you please direct me to appropriate person to make sure this gets handled.

-----Original Message-----

From: Hutinger, Dana M Mrs CIV NG MOARNG
[mailto:██████████@us.army.mil]
Sent: Thursday, September 24, 2009 10:14 AM
To: Rob Braach
Subject: RE: refund 660-██████████ (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

As a State of Missouri Agency, we are not allowed to accept a refund check, the unauthorized charges must be credited directly to the service provider. The phone number, 660-██████████, which is the number it was charged to, is a good phone number. If you look, the phone number listed in your e-mail subject line does not match this number. I spoke with Embarq and they have pushed the charges back to ILD and they will be contacting you to work that credit.

Respectfully,
Dana

Dana Hutinger
J6 Support Services - Accounts Payable
██████████
Jefferson City, MO 65101
(573) 638-██████████ COMM / DSN 555-██████████
(573) 638-██████████ FAX / DSN 555-██████████
██████████@us.army.mil

"When life gets too hard to stand...kneel"

-----Original Message-----

From: Rob Braach [mailto:rob@americamedia.com]
Sent: Thursday, September 24, 2009 11:10 AM
To: Hutinger, Dana M Mrs CIV NG MOARNG
Cc: Rob Braach
Subject: refund 660-██████████

Dear Dana Hutinger,

A company I represent is the contracted regulatory manager for Voice Mail Professionals Inc (VMP) tried to post a credit for what appears to be unauthorized charges to the above noted phone number. It is highly unusual

that the account would not have been credited unless the phone number is no longer active and thus credit cannot be applied. VMP has issued a check and the check was made payable to the account holder (which would not be an individual but rather the agency). Is this not an acceptable solution? If not, please confirm the billing telephone number is still active and I will do some more research into why the credit did not post.

Sincerely,

Rob Braach

Contracted Regulatory Manager

America Media Corporation

2120 So Reserve St PMB 210

Missoula MT 59801

office: 406-REDACTED

cell: 406-REDACTED [REDACTED]

rob@americamedia.com <blockedmailto:rob@americamedia.com>

The information contained in this electronic mail transmission, including any accompanying attachments, is intended solely for its authorized recipient, and may be confidential and/or legally privileged. If you are not an intended recipient, or responsible for delivering some or all of this transmission to an intended recipient, you have received this transmission in error and are hereby notified that you are strictly prohibited from reading, copying, printing, distributing or disclosing any of the information contained in it. In that event, please delete the original and all copies of this transmission.

TAX ADVICE NOTICE: To ensure compliance with U.S. Treasury Department Circular 230, we inform you that any tax advice that may be contained in this communication (including any attachments) is not intended or written to be

used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under Section 6662(a)(2) of the Internal Revenue Code for underpayment of federal taxes, or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Classification: UNCLASSIFIED
Caveats: NONE

CERTIFICATION OF RECORDS
OF REGULARLY CONDUCTED ACTIVITY
PURSUANT TO 28 U.S.C. § 1746

I, Betty Aguilar, have personal knowledge of the facts set forth below and am competent to testify as follows:

1. I have authority to certify the authenticity of the records produced by TRANSACTION CLEARING LLC and attached hereto.
2. The documents produced and attached hereto by TRANSACTION CLEARING LLC are originals or true copies of original records of regularly conducted activity that:
 - a. Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b. Were kept in the course of the regularly conducted activity of TRANSACTION CLEARING LLC; and
 - c. Were made by the regularly conducted activity as a regular practice of TRANSACTION CLEARING LLC.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on: March 07, 2012
(Date)

Location: San Antonio, Texas
(City, State)

Betty Aguilar
SIGNATURE

Form of Certificate of Compliance*

I/We do certify that all of the documents and information required by the attached Civil Investigative Demand which are in the possession, custody, control, or knowledge of the person to whom the demand is directed have been submitted to a custodian named herein.

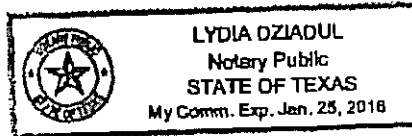
If a document responsive to this Civil Investigative Demand has not been submitted, the objections to its submission and the reasons for the objection have been stated.

If an interrogatory or a portion of the request has not been fully answered or a portion of the report has not been completed, the objections to such interrogatory or uncompleted portion and the reasons for the objections have been stated.

Signature Betty Cogh
Title President/CEO

Sworn to before me this day

March 07, 2012
Lydia Dziadul
Notary Public
State of Texas



*In the event that more than one person is responsible for complying with this demand, the certificate shall identify the documents for which each certifying individual was responsible. In place of a sworn statement, the above certificate of compliance may be supported by an unsworn declaration as provided for by 28 U.S.C. § 1745.

TRANSACTION CLEARING, LLC
BILLING AND COLLECTION MANAGEMENT SERVICE AGREEMENT

This Billing and Collection Management Service Agreement (the "**Agreement**") is entered into this 28 day of May 2010 (the "**Effective Date**"), by **Transaction Clearing LLC** ("**Transaction Clearing**"), a Texas limited liability company, whose principal address is 500 N. Loop 1604 East, STE 250, San Antonio, Texas 78232 and FONERIGHT, ("**Client**"), a NEVADA corporation, whose principal address is 2120 S Resolute PMB 230 Missoula, MT 59811. **TRANSACTION CLEARING** and **Client** are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Client provides certain telecommunication products and services, including: (a) Regulated basic toll Message Telephone Service and similar telecommunication services; and, (b) non-regulated Enhanced Telecommunications Services;

B. Client desires to bill and collect set charges for authorized telecommunication products and services, and telecommunications related products and services through Local Exchange Carriers ("**LEC**");

C. Transaction Clearing has entered into clearing agreements with each LEC identified on Exhibit A-1 ("**LEC Agreements**") which permit Transaction Clearing to provide billing and collection management services as described in **Exhibit B** ("**Services**"); and

D. Client desires to purchase from Transaction Clearing, and Transaction Clearing desires to provide to Client such Services on the terms and conditions set forth herein, subject to the limitations of the LEC Agreements, Tariffs, and all applicable federal, state and local laws, rules, and regulations;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows:

1. TERMS AND DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings (certain other terms are defined in the body of the Agreement below):

Assessments: Include without limitation, fees, charges, chargebacks, credits, reserves, offsets, adjustments and allocations, including, but not limited to such charges and chargebacks for Short-term Dilution, Bad Debt, LEC Processing Fees, TRANSACTION CLEARING Processing Fees, Post-billing Adjustments or Credits, Bad Debt Reserve, true-ups and Customer Service Fees.

Authorized Transactions: Transactions that are a) accepted by TRANSACTION CLEARING's Validation System prior to submission to a LEC, b) accepted by a LEC upon submission by TRANSACTION CLEARING, and c) in compliance with the Billing Standards.

Bad Debt: As applied to Client, the total of all Uncollectible Amounts for a particular TRANSACTION CLEARING client with one or more LECS for a given period. As applied to TRANSACTION CLEARING, the aggregate amount of all Uncollectible Amounts for all TRANSACTION CLEARING clients with one or more LEC for a given period.

Billing Telephone Company (BTC): See Local Exchange Carrier.

Business Day: A day other than Saturday and Sunday on which commercial banks are open in the State of Texas.

Billing Standards: The terms and conditions set out in Exhibit "D" as amended from time to time.

Claim: Any claim, dispute, demand, investigation, suit, loss, liability, damage, attorneys' fees and expenses, cost, correction or expense, whether ordinary, special, consequential or otherwise, that may be asserted against any Party to this Agreement. Claim includes all legal or equitable remedies, direct damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from a breach of contract, breach of warranty, negligence, strict liability or any other tort. A "Party Claim" shall be a Claim arising out of, or related to, in any manner whatsoever, this Agreement or the Services provided by TRANSACTION CLEARING hereunder.

Casual Operator Services (OS) Telephone Traffic: Casual operator assisted telephone calls that originate from locations where Client is the presubscribed direct dial IXC or reseller of direct dial IXC services and the OS telephone calls are billed: (i) to the originating telephone number, (ii) collect to the terminating telephone number, (iii) to a third telephone number other than the originating or terminating telephone number, or (iv) to a LEC or IXC calling card.

Customer Service: Basic End User inquiry, investigation and credit or adjustment services.
Dial Around Services: Pertaining to long-distance services that require consumers to dial a long-distance provider's access code (or a "10-10" number) before dialing a long-distance number to bypass (to "dial around") the consumer's chosen long-distance carrier, usually to get a lower rate.

End User: A natural person, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental agency or instrumentality, or other entity that subscribes to or uses Client's telecommunication services.

ETS (Enhanced Telecommunications Services): Any service provided via telephone or telecommunications device not defined herein as MTS service.

FCC: The Federal Communications Commission.

Interexchange Carrier (IXC): Those telephone companies, other than the LECs, that can provide intraLATA (where applicable) interLATA, interstate and international telecommunications service.

LEC Agreement: TRANSACTION CLEARING's agreement with an individual LEC as well as any additional terms, conditions and operating guidelines and procedures agreed to by the parties or imposed by the LEC, the current and future terms of which are incorporated herein.

LOA: Letter of Authorization or other valid form of authorization from an End User required for all products and services excluding operator assisted calls and "Dial Around" products, which complies with the Billing Standards set forth in Exhibit D.

Local Exchange Carrier (LEC): Any incumbent (ILEC), competitive (CLEC) or alternate local exchange carrier providing local access telephone services with which TRANSACTION CLEARING has entered into a billing and collection agreement as set forth in the attached Exhibit A-1, as amended from time to time. A LEC also may be referred to as a Billing Telephone Company ("BTC").

MTS (Message Telephone Services): Direct-dialed or operator assisted station-to-station or person-to-person telephone calls billed: (i) to the originating telephone number, (ii) collect to the terminating telephone number, (iii) to a third telephone number other than the originating or terminating telephone number, or (iv) to an LEC calling card or an IXC travel card.

One Plus Telephone Traffic: Direct dialed telephone calls which: (i) originate from an equal access end office, (ii) are billed to the originating telephone number or (iii) are billed to an IXC travel card issued by Client.

Post Billing Adjustment or Credit: Credit or rate adjustments applied to an End User's account by the LEC, TRANSACTION CLEARING, or Client.

RBOC: Regional Bell Operating Company.

Short-term Dilution: Those Authorized Transactions that are transmitted to a LEC for billing and collection, but which are not billed or collected, such Authorized Transactions a) cannot be posted to an End User's account by the LEC, or b) are posted to the End User's account, but cannot be collected as billed due to a Post Billing Adjustment or Credit.

Tariffs: The rates, terms and conditions for providing intraLATA, interLATA intrastate, interstate, and international telecommunication services as authorized and filed with the FCC or with state and local regulatory authorities.

Taxes: All taxes and tax-like surcharges described in Exhibit "E" hereto.

Transactions: Electronic records containing Client's call or service data in a modified Bellcore EMI (electronic message interface) format capable of being processed by TRANSACTION CLEARING and a LEC.

Rejected Transactions: Those Transactions that fail TRANSACTION CLEARING's Validation System edits and are returned to Client without being submitted to a LEC for billing and collection.

Unbillable Transactions: Those Authorized Transactions that are transmitted to the LECs for billing and collection but subsequently fail the LEC's edits and are not posted to an End User's account by the LECs.

Uncollectible Amount: Authorized Transactions presented by a LEC for payment on an End User's account which are not collected due to a) the End User receiving a Post Billing Adjustment or Credit to its bill, or b) the failure of the End User to pay the LEC for the Authorized Transactions.

Zero Plus Telephone Traffic: Operated assisted telephone calls which: (i) originate from an equal access end office, (ii) are billed to the originating telephone number or (iii) are billed to an IXC travel card issued by Client.

2. SCOPE OF AGREEMENT.

Client will purchase from TRANSACTION CLEARING and TRANSACTION CLEARING will provide the Services described in **Exhibit B** on to the terms and conditions set forth herein, subject to the limitations of the LEC Agreements, Tariffs, and all applicable federal, state and local laws, rules, and regulations and comply with same to any procedures or policies implemented at TRANSACTION CLEARING's sole discretion after the Effective Date and during the term of this Agreement.

3. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and will continue in full force and effect for the Initial Term specified in **Exhibit F**, unless terminated in accordance with the terms of this Agreement. Unless either Client or TRANSACTION CLEARING delivers a written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term, this Agreement will renew automatically, at the one-year TRANSACTION CLEARING Processing Fee rates set forth in **Exhibit A**, for successive periods of one (1) year (each a "Renewal Term"). The word "Term" shall mean both the Initial Term and any subsequent Renewal Term. TRANSACTION CLEARING shall be the sole and exclusive source for LEC billing used by Client in the United States and Canada for all LEC's with whom Transaction Clearing has a LEC Agreement, for individual End User Transactions that Client has submitted to Transaction Clearing for LEC billing. As TRANSACTION CLEARING enters into new and additional LEC Agreements, TRANSACTION CLEARING will make available to Client the services of said LEC on the same terms and conditions contained within this Agreement.

4. CLIENT RESPONSIBILITIES

- a. Client agrees to submit to TRANSACTION CLEARING only Transactions, which Client believes in good faith, will qualify as Authorized Transactions.
- b. Client represents that all submitted Transactions arise out of services that have been provided to and properly authorized by each End User fully qualified and authorized to accept such charges in accordance with applicable law,
- c. Client agrees to comply in all respects with the Billing Standards set out in **Exhibit D**.
- d. Client represents, warrants and covenants to TRANSACTION CLEARING that it will cancel services for any End User upon request by such End User, and agrees to process such cancellations in a timely manner so as to avoid submission of any additional Transactions for such End User's account.
- e. Client represents, warrants and covenants to TRANSACTION CLEARING that the Transactions transmitted by Client to TRANSACTION CLEARING pursuant to this Agreement are owned by Client and are not subject to any Claims, are not and will not be subject to any other billing and collections agreement, have not been billed previously by any method and will not be

billed by Client or another party following their transmission by Client to TRANSACTION CLEARING. Notwithstanding this subparagraph, Client may resubmit TRANSACTION CLEARING Rejected Transactions or Unbillable Transactions where Transactions were rejected solely due to a technical or processing error upon first submission, and such technical or processing error has been corrected. With the exception of Authorized Transactions, that are the subject of a Post Billing Adjustment or Credit by a LEC, Client agrees that it will not initiate secondary collection efforts for any Transactions billed to an End User under this Agreement.

- f. Client represents, warrants and covenants to TRANSACTION CLEARING that there is no legal, financial or other condition or obligation relating to Client that would impair Client's ability to enter into this Agreement and perform its contractual responsibilities hereunder.
- g. Client represents, warrants and covenants to TRANSACTION CLEARING that:
- (i) Client is in compliance with the FCC's order to determine call connection using hardware or software "answer detection" and will remain in compliance throughout the Term of this Agreement;
 - (ii) Client will submit to TRANSACTION CLEARING only those Transactions that represent valid, completed calls, and that a call is valid and completed when a direct communication has been established between the originating person and the terminating location person;
 - (iii) Client will obtain verification that the receiving party or third party has agreed to accept the charges for collect and third number billed calls in accordance with this subparagraph. The receiving party must positively acknowledge the acceptance of the call. In the case of person-to-person calls, the operator must verify that the receiving party is the person whom the originating party requested. For other direct dialed, automated calling card or operator assisted calls, the call will be considered completed when the connection is verified by means of hardware or software detection as required by federal, state and local regulatory agencies;
 - (iv) Transactions submitted to TRANSACTION CLEARING by Client are valid and complete calls and do not exceed a maximum per-call charge of \$124.99 for domestic calls, and \$249.99 for international calls;
 - (v) Client will not submit Transactions exceeding four hundred seventy nine (479) minutes. Client acknowledges that any Transactions submitted in violation of this and all other restrictions in this Agreement, will be considered invalid and will be rejected by TRANSACTION CLEARING; and
 - (vi) Client will not submit Transactions for calls to operators or which consist of customer announcements, busy signals or ringing. Client acknowledges that all such Transactions described in this subparagraph will be considered invalid and will be rejected by TRANSACTION CLEARING.

(vii) Client will not submit Transactions for billing that are more than one hundred twenty (120) days old or that exceed the "age of toll limitations established by the applicable LEC, whichever shall be less.

(viii) Client agrees that all LEC billed Transactions will be validated using methods that comply with applicable rules, regulations, and laws and is acceptable to the LEC and TRANSACTION CLEARING. If TRANSACTION CLEARING makes a determination that Client has submitted Transactions that were not properly validated, marketed, verified or authorized, TRANSACTION CLEARING will have the right to reject any such Transactions. Client will remain wholly and individually liable to TRANSACTION CLEARING or any third party for improperly validated, marketed or authorized Transactions.

h. Client will cooperate with TRANSACTION CLEARING in good faith and to the fullest extent possible to carry out the terms and conditions of this Agreement. Client acknowledges and agrees that such cooperation will include, but not be limited to, compliance with requests by TRANSACTION CLEARING to Client to:

(i) Provide TRANSACTION CLEARING with Client's identification codes, any and all certifications from regulatory authorities pertaining to Client, as well as any other information and documents reasonably necessary or helpful for TRANSACTION CLEARING to process Transactions under this Agreement;

(ii) Provide TRANSACTION CLEARING with all technical information and assistance with testing that TRANSACTION CLEARING deems reasonably necessary or helpful in establishing Services for Client;

(iii) Promptly provide TRANSACTION CLEARING with requested information on End Users, including LOA and marketing information reasonably necessary to perform Services for Client, and if such information is requested by a judicial or regulatory order directed to TRANSACTION CLEARING, to provide such information to TRANSACTION CLEARING in not less than one half the time specified in such order for TRANSACTION CLEARING's response;

(iv) Provide TRANSACTION CLEARING with all technical information including raw record layout from underlying carrier of such toll records, the actual raw records, and AMA records to verify the validity of all Transaction records submitted to TRANSACTION CLEARING; and

(v) Provide TRANSACTION CLEARING with all information requested by TRANSACTION CLEARING as set forth in **Exhibit D**.

i. Client represents, covenants and agrees that it, a) has the ability to review and analyze, and b) will review and analyze, all TRANSACTION CLEARING reports and notices generated by or posted online which access has been provided to Client or sent by TRANSACTION CLEARING to Client by email, mail or otherwise within thirty (30) days of the date each such report or notice is first made available to Client. Client agrees to notify

TRANSACTION CLEARING and provide a detailed written explanation of any problem, complaint, error or inaccuracy relating to the Services which might be disclosed by or arise out of the information contained in each such report or notice and to give such notice within ninety (90) days of the date such information is first made available to Client. If after TRANSACTION CLEARING'S review of Client's alleged discrepancy, problem, complaint, error or inaccuracy of Services it is found that no discrepancy, problem, error or inaccuracy of Services exists or that the discrepancy, problem, error or inaccuracy of Services is due to a Client error, Client will be charged the then Hourly Rate for TRANSACTION CLEARING'S time spent on resolving Client's claim, alleged discrepancy, problem, complaint, error or inaccuracy of Services. Client acknowledges and agrees that failure to notify TRANSACTION CLEARING in writing of any problem, complaint, error or inaccuracy within such time period will constitute Client's acceptance of the Services described or referenced in such report or notice for all purposes and waiver of any Claim or Party Claim relating to same. If Client requests additional copies of electronic reports, or requests that electronic reports be produced in printed form, Client agrees to pay TRANSACTION CLEARING's then prevailing rates for such additional or printed reports. Client will incur additional charges if information has to be retrieved by TRANSACTION CLEARING from archives. Such charges also will apply to material produced for Client in response to regulatory or law enforcement bodies or pursuant to judicial rules, orders or subpoenas.

- j. TRANSACTION CLEARING shall provide reports, notices, user manuals, and online automated report system training with respect to the online system. Each employee of Client accessing the online system must complete the online reporting system training within thirty (30) days of the later of the Effective Date or the date such employee assumes duties requiring access.
- k. Client shall pay all invoices from TRANSACTION CLEARING within ten (10) days of the date of invoice. Time is of the essence for such payments. TRANSACTION CLEARING may offset, retain, deduct, set off, recoup, and otherwise recover the amounts due for such invoices (or any other amounts owed by Client to TRANSACTION CLEARING), from and against any amounts which TRANSACTION CLEARING may owe Client during the Term of this Agreement. After the elapse of thirty (30) days from the date of mailing or transmittal of each invoice, Client acknowledges and agrees that Client is liable for (and will pay) interest on such unpaid balances at the lower of eighteen percent (18%) per annum or the highest legal rate allowed by law.

5. SETTLEMENT PROCESS

a. Payments from the LEC to TRANSACTION CLEARING

- i. Client acknowledges and understands that the amounts remitted to TRANSACTION CLEARING by a LEC (the "LEC Remittance") for Authorized Transactions submitted to a LEC and billed to an End User ("Collectable Amounts"), are paid to TRANSACTION CLEARING net of the following charges and adjustments ("LEC Deductions"):

- a. Assessments and other LEC-related fees and costs associated with processing Authorized Transactions, ,

- b. Amounts deducted by a LEC as a reserve for anticipated Bad Debt arising out of the Authorized Transactions billed based on historical statistical averages ("Bad Debt Reserve"). Because LEC Remittances are paid in advance of actual receipt by the LEC of all Collectable Amounts due on Authorized Transactions, each LEC will hold back, offset, retain, deduct, set off, recoup, or otherwise recover an amount estimated to be sufficient to set off any projected or actual Bad Debt that may be determined after the date TRANSACTION CLEARING makes any payment to Client under this Agreement. The Bad Debt Reserve may be increased or decreased, as the case may be, based on either Client's estimated or historical Bad Debt amounts, Assessments, the regulatory or industry environment, or the amount withheld by the LECs whichever is higher.
 - c. Adjustments for the balance due from or to a LEC, if any, based on periodic reconciliation between the Bad Debt Reserve and the actual Bad Debt arising out the Authorized Transactions billed by a LEC ("Bad Debt True-up"), generally calculated between thirteen and eighteen (13-18) months after TRANSACTION CLEARING transmits Authorized Transactions to a LEC for billing and collection.
 - d. Amounts deducted by a LEC as a reserve for anticipated Adjustments arising out of the Authorized Transactions billed based on historical statistical averages ("Adjustment Reserve"). Because LEC Remittances are paid in advance of actual receipt by the LEC of all Collectable Amounts due on Authorized Transactions, each LEC will hold back, offset, retain, deduct, set off, recoup, or otherwise recover an amount estimated to be sufficient to set off any projected or actual Adjustments that may be determined after the date TRANSACTION CLEARING makes any payment to Client under this Agreement. The Adjustment Reserve may be increased or decreased, as the case may be, based on either Client's estimated or historical Adjustment amounts, Assessments, the regulatory or industry environment, or the amount withheld by the LECs whichever is higher.
 - e. Adjustments for Short-Term Dilution.
 - f. Cramming and Regulatory Complaint Fee.
 - g. Any other Assessments authorized by each LEC Agreement, including credits, fees, and penalties arising out of Customer Service provided by the LEC.
- ii. In addition to the LEC Deductions, Client will be responsible for any data transmission fees incurred by TRANSACTION CLEARING with respect to the transmission or return of Authorized Transactions and for any other charges related to billing and collecting Authorized Transactions ("Delivery Fees").
 - iii. Client acknowledges and agrees that payment of the LEC Deductions and Delivery Fees will be Client's sole responsibility and that TRANSACTION CLEARING may withhold, offset, retain, deduct, set off, recoup, or otherwise recover such amounts from any monies due Client. Should the total amount of the LEC Deductions and Delivery Fees exceed the monies due Client at any time, such Assessments

will be due and payable by Client to TRANSACTION CLEARING in accordance with **Section 4(k)**.

- iv. Client acknowledges and agrees that although TRANSACTION CLEARING will use commercially reasonable efforts to cause each LEC to deliver to TRANSACTION CLEARING the LEC Remittances arising out of Client's Authorized Transactions, TRANSACTION CLEARING cannot be held liable for any Claim or Party Claim arising in whole or in part as a consequence of a LEC's failure to pay a LEC Remittance. As between TRANSACTION CLEARING and Client, Client understands and agrees that Client is assuming the financial risk of non-payment by a LEC for Authorized Transactions submitted by TRANSACTION CLEARING to such LEC on Client's behalf.
- v. Client acknowledges that each LEC has policies regarding assessments of credits, fees and penalties for Customer Service, in addition to those covered by rules, regulations, laws and the Coalition Guidelines. Such Customer Service assessments will be deducted, withheld, offset, retained, set off, recouped or otherwise recovered from any payment to Client, or Client shall reimburse TRANSACTION CLEARING.
- vi. Client acknowledges that TRANSACTION CLEARING's ability to match each LEC Deduction to a specific TRANSACTION CLEARING client may be limited or incomplete. Client agrees that when Client-specific information is not readily available from a LEC to fully document the origin of a particular LEC Deduction, TRANSACTION CLEARING may use its discretion to make pro rata allocations among and between TRANSACTION CLEARING clients in order to calculate, apply, collect and remit amounts relating to such LEC Deduction.

b. **Payments from TRANSACTION CLEARING to Client**

TRANSACTION CLEARING will pay Client for Authorized Transactions out of the LEC Remittance (the "TRANSACTION CLEARING Remittance"), net of any and all charges due TRANSACTION CLEARING by Client. The charges due for any settlement period include all known charges for the current settlement period and charges from any prior period which have not previously been charged to the Client as listed below ("TRANSACTION CLEARING Deductions"):

- i. A Processing Fee, as specified in **Exhibit A**, for each Authorized Transaction transmitted by TRANSACTION CLEARING to a LEC for billing and collection ("Processing Fee".) Authorized Transactions rejected by the LECs through no fault of TRANSACTION CLEARING, and Transactions retransmitted to the LECs, will be charged the Processing Fee;
- ii. TRANSACTION CLEARING Customer Service Fees as specified in **Exhibit A**;
- iii. Post Billing Adjustment or Credits to Client's End Users initiated by TRANSACTION CLEARING or Client and any related TRANSACTION CLEARING fees;

- iv. Initial Implementation Charges as described in Exhibit A;
- v. Any credits, fees, and penalties incurred or otherwise payable by TRANSACTION CLEARING arising out of any formal or informal inquiry or proceeding initiated by the LECs or by regulatory or law enforcement agencies relating to Client;
- vi. Any costs (including attorney's fees) of responding to a subpoena issued by a court of competent jurisdiction relating to Client or Client's Transactions;
- vii. Fees and expenses relating to a) any TRANSACTION CLEARING Customer Service functions or b) any other special programming tasks undertaken at Client's request billed on a time and cost basis at TRANSACTION CLEARING's then current published rates;
- viii. Adjustments for any LEC Deductions not already specifically allocated, charged or credited to Client in a LEC;
- ix. Amounts deducted by TRANSACTION CLEARING as a reserve for future Short Term Dilution based upon historical statistical averages (Short Term Dilution Reserve). The Short Term Dilution Reserve shall be calculated as a percentage of the TRANSACTION CLEARING Remittance, and such percentage shall be set at two and one-half percent (2.5%) for Operator Service and Enhance Service Transactions, and one and one-half percent (1.5%) for One Plus Transactions during the Initial Term, provided that after the Initial Term such percentage may be adjusted in Transaction Clearing's sole discretion based on the historical statistical average Short Term Dilution as percentage of LEC Remittances for Client calculated from time to time.
- x. Adjustments for the balance due from or to TRANSACTION CLEARING, if any, based on periodic reconciliation between the Short Term Dilution Reserve and the actual Short Term Dilution arising out of the Authorized Transactions billed by a LEC ("Short Term Dilution True-up").
- xi. Amounts deducted by TRANSACTION CLEARING as a reserve for anticipated Bad Debt arising out of the Authorized Transactions billed ("TC Bad Debt Reserve"). Because LEC Remittances are paid in advance of actual receipt by the LEC of all Collectable Amounts due on Authorized Transactions, TRANSACTION CLEARING, in addition to each LEC, will hold back, offset, retain, deduct, set off, recoup, or otherwise recover an amount estimated to be sufficient to set off any projected or actual Bad Debt that may be determined after the date TRANSACTION CLEARING makes any payment to Client under this Agreement. The TC Bad Debt Reserve may be increased or decreased, as the case may be, based on either Client's estimated or historical Bad Debt amounts, Assessments, the regulatory or industry

- environment, or the amount withheld by the LECs whichever is higher.
- xii. TRANSACTION CLEARING Bad Debt Reserve percentage is on an individual case basis and usually trued up on a rolling 13 month basis ("Bad Debt Reserve True-Up").
 - xiii. Miscellaneous Assessments by TRANSACTION CLEARING for charges related to overnight deliveries, regulatory compliance, bank ACH, and any and all other fees applicable to Client.

c. Security Interest.

As collateral for all obligations now existing or hereafter arising from Client to TRANSACTION CLEARING, Client here by grants to TRANSACTION CLEARING a security interest in all the following property of Client, whether now owned or hereafter acquired or created, and all proceeds and products thereof:

- 1. All amounts paid, and all amounts owing, by each LEC to TRANSACTION CLEARING on accounts of Client's Authorized Transactions;
- 2. All accounts owing from an End User to Client arising from services, which give rise to Client's Authorized Transactions;
- 3. All rights of and proceeds due Client relating to all billing and collection, transaction processing, operator services and related communications services agreements;
- 4. All amounts owing and all amounts to be owing from TRANSACTION CLEARING to Client; and
- 5. All of Client's accounts with End Users, existing now or arising hereafter, which have been submitted to TRANSACTION CLEARING for LEC billing.

d. Transmittal of TRANSACTION CLEARING Remittance to Client

- 1. TRANSACTION CLEARING will deliver the TRANSACTION CLEARING Remittance on the first Wednesday following five (5) Business Days after receipt and reconciliation by TRANSACTION CLEARING of each LEC Remittance for Authorized Transactions, ("Client Payment Date"); provided, however, that if the Term of this Agreement has ended or Client is in Default of this Agreement as defined in **Section 8** below, delivery of the TRANSACTION CLEARING Remittance shall be governed instead by the terms of **Section 9(b)**.
- 2. TRANSACTION CLEARING will deliver the TRANSACTION CLEARING Remittance using ACH wire transfer on the Client Payment Date.
- 3. TRANSACTION CLEARING will maintain an accounting of TRANSACTION CLEARING Remittances and associated TRANSACTION CLEARING Deductions through TRANSACTION CLEARING's proprietary online ITV system.

6. DISPUTE RESOLUTION

This **Section 6**, governs all first-party disputes, disagreements, claims, or controversies between Client and TRANSACTION CLEARING ("Disputed Matters".) All Disputed Matters will be submitted to the following dispute resolution process:

- a. First, the Disputed Matter will be thoroughly documented by the complaining Party and referred in writing to the most senior executive of each of the Parties ("Internal Escalation"). Such senior executives must possess the authority to resolve the Disputed Matter. If such senior executives do not agree upon a resolution within forty-five (45) Business Days after referral of the matter to them, the complaining Party will proceed to mediation as set forth below.
- b. The complaining Party will, upon written notice and within forty-five (45) Business Days after the conclusion of the Internal Escalation, elect to have the Disputed Matter referred to non-binding mediation before a single impartial mediator to be jointly agreed upon by the Parties in San Antonio, Texas ("Mediation"). The Mediation hearing will be attended by executives of both Parties possessing authority to resolve the Disputed Matter and will be conducted no more than sixty (60) Business Days after the complaining Party serves written notice of an intention to mediate, except by agreement of both Parties to extend. Client and TRANSACTION CLEARING will share equally all costs of the Mediation.
- c. If the Disputed Matter cannot be resolved by Mediation, the complaining Party will submit the Disputed Matter to binding arbitration before the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules ("Arbitration"). The arbitrator(s) will have the authority to render any award or remedy allowed by law. If the amount in controversy exceeds \$150,000.00, exclusive of attorneys' fees, expenses, interest, and costs, a panel of three (3) neutral arbitrators will decide the Disputed Matter; otherwise, a single neutral arbitrator will decide all disputes. Each arbitrator will be selected from the AAA's Panel of Commercial Arbitrators, and Arbitration will be conducted in San Antonio, Texas. The cost of the Arbitration will be shared equally by the Parties, but the prevailing Party in any Arbitration will be entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses (including in-house legal services) incurred in connection with the Arbitration. Any court of competent jurisdiction may enter judgment upon the award of the arbitrator(s). Provided that Client continues to timely pay TRANSACTION CLEARING for TRANSACTION CLEARING's Services rendered under this Agreement and is not in default, TRANSACTION CLEARING may, in its determination, continue to provide services during the Arbitration process of any Disputed Matter.
- d. The Parties agree to maintain the confidentiality of, and not to disclose to a third party, any information, documents, or things regarding any Internal Escalation, mediation or arbitration proceeding, or disclosed in the course thereof, except as required by law, regulation, or a bona fide business purpose, and unless required in connection with an action to enforce, nullify, modify, or correct an award. Client agrees to indemnify and hold TRANSACTION CLEARING harmless (including attorneys' fees, costs, and expenses) from and against any liability or cost associated with

TRANSACTION CLEARING's required response to any proper subpoena issued by a court of competent jurisdiction. TRANSACTION CLEARING agrees that any confidential or proprietary information produced in response to such a subpoena will be produced only pursuant to an order entered by a court of competent jurisdiction.

7. LIMITATION OF LIABILITY AND INDEMNITY

- a. Due to the nature of TRANSACTION CLEARING's B&C Management Service, TRANSACTION CLEARING cannot make warranties or representations regarding TRANSACTION CLEARING's B&C Management Service except as specifically stated in this **Section 7(a)**. TRANSACTION CLEARING will use commercially reasonable efforts to process all Transactions, which are transmitted to TRANSACTION CLEARING by Client in compliance with the terms and conditions of this Agreement. Client agrees that if there are failures in performance or errors or omissions by TRANSACTION CLEARING with respect to the Authorized Transactions processed and transmitted by TRANSACTION CLEARING to the LECs for billing and collections, TRANSACTION CLEARING's liability will be limited to reprocessing Client's Authorized Transactions at TRANSACTION CLEARING's expense. Other than provided in this **Section 7(a)**, TRANSACTION CLEARING will not be liable for or responsible in any way for errors in or failures of Client's software or operational systems or TRANSACTION CLEARING's proprietary systems and applications. In no event will TRANSACTION CLEARING be liable to Client or any third parties (including Client's End Users) for any Claim, whether caused by TRANSACTION CLEARING's negligence or otherwise. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES. CLIENT HEREBY WAIVES ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- b. Due to the nature of TRANSACTION CLEARING's B&C Management Service, Client agrees that TRANSACTION CLEARING will not be liable for any Claim caused by TRANSACTION CLEARING's failures or inaccuracies in performance that are not reported by Client in writing to TRANSACTION CLEARING within ninety (90) days of the date at which Client first learned, or should have learned, of such failures or inaccuracies in performance or errors or omissions by TRANSACTION CLEARING.
- c. Client will indemnify and hold TRANSACTION CLEARING harmless (including attorneys' fees, costs, and expense) from and against any Claim asserted against TRANSACTION CLEARING by third parties arising from or related to Client's Transactions or TRANSACTION CLEARING's services under this Agreement. Should Client act as an agent for a third party and forward Transactions to TRANSACTION CLEARING or should Client purchase Transactions from a third party and forward such Transactions to TRANSACTION CLEARING, Client shall remain solely responsible to and for such third parties and Client shall be solely responsible for any regulatory complaints, adjustments, credits against such transmitted Transactions and Client shall provide immediately at TRANSACTION CLEARING'S request all raw call records and underlying company information associated with raw call. Client agrees to indemnify and hold TRANSACTION CLEARING harmless (including attorney's fees, costs, and expense) from and against any Claims by third parties regarding such third parties' Transactions forwarded to

TRANSACTION CLEARING by Client. Client will indemnify and hold TRANSACTION CLEARING harmless (including attorney's fees, costs, and expense) from and against any Claim, assessment, fine, or inquiry asserted, demanded, or levied against TRANSACTION CLEARING by any third party or any state or federal agency or law enforcement body arising from or related to any Transactions transmitted by Client to TRANSACTION CLEARING under this Agreement. Client shall further be liable to TRANSACTION CLEARING for any attorneys' fees, expenses, and costs incurred by TRANSACTION CLEARING while defending, answering, or in any way responding to the same. **THIS INDEMNITY IS SPECIFICALLY INTENDED TO APPLY EVEN IF ALL OR PART OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT, STRICT LIABILITY OR ANY OTHER CONDUCT WHATSOEVER OF TRANSACTION CLEARING.**

- d. Notwithstanding anything to the contrary in this Agreement, the liability of TRANSACTION CLEARING for any Claims arising out of this Agreement or out of any act or omission relating to this Agreement will, in the aggregate, not exceed one (1) month's average of TRANSACTION CLEARING's Processing Fees charged to Client over the twelve (12) months preceding the date on which the damage or injury is alleged to have occurred; provided, however, that if this Agreement has not been in effect for twelve (12) months preceding such date, then over such fewer number of preceding months that this Agreement has been in effect. **WITHOUT IN ANY WAY LIMITING THE APPLICATION OF THIS SECTION, THE RIGHT TO RECOVER DAMAGES UNDER THIS SECTION CONSTITUTES CLIENT'S EXCLUSIVE ALTERNATIVE REMEDY IF THE ERROR CORRECTION DESCRIBED ABOVE OR ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
- e. Under no circumstance will TRANSACTION CLEARING be liable to Client for special, incidental, indirect, consequential, punitive, exemplary, or additional damages, including, but not limited to, any lost profits or revenues.
- f. The limitations on liability set forth herein shall not apply to bodily injury or death or loss of or damage to tangible property.
- g. Client waives any rights under the Texas Deceptive Trade Practices – End User Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives End Users special rights and protections, or similar laws or regulations. After consultation with an attorney of its own selection, Client voluntarily consents to this waiver.

8. DEFAULT AND REMEDY

- a. Either Party will be in default hereunder if either Party:
 - i. Fails to make any payment specified in this Agreement when due and such failure continues for five (5) Business Days after the effective date of written notice;

- ii. Breaches any other covenant or undertaking contained in this Agreement and fails to remedy such breach within thirty (30) days after written notice thereof from the non-defaulting Party, unless this Agreement specifically provides otherwise;
 - iii. Is in default of any of the provisions relating to Client providing its own Customer Service, if applicable, and such failure continues for five (5) Business Days after the effective date of written notice;
 - iv. Files, or there is filed against it, any voluntary or involuntary proceeding under the Bankruptcy Code, insolvency laws or any laws relating to relief of debtors, adjustment of indebtedness, reorganizations, compositions or extensions, makes an assignment for the benefit of creditors, dissolves, ceases to conduct business for three (3) Business Days, declares that it is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature or if a receiver, trustee, or custodian is appointed over, or an execution, attachment or levy is made upon, all or any material part of the property of such Party;
 - v. Attempts to assign its rights and obligations under this Agreement without the prior written consent of TRANSACTION CLEARING; or
 - vi. Fails to comply with any of the obligations set forth in **Exhibit D** of this Agreement.
- b. Upon any default hereunder, and in addition to any other remedies a Party may have under this Agreement, the non-defaulting Party will have the following rights and remedies:
- i. To terminate or cancel this Agreement, subject to the provisions of **Section 9(e)**, and provide written notice thereof to the defaulting Party;
 - ii. To declare all amounts due under this Agreement from the defaulting Party to be immediately due and payable to the non-defaulting Party, including attorneys' fees, costs and expenses (including in-house legal services) incurred or that may be incurred in the collection of amounts due under this Agreement;
 - iii. TRANSACTION CLEARING may withhold, set off, and retain, until all obligations of Client to TRANSACTION CLEARING have been satisfied in full, any and all amounts that may otherwise be due and payable to Client or any affiliates of Client under this Agreement or any other contract with TRANSACTION CLEARING and apply such amounts to any balance or deposit amount due from Client to TRANSACTION CLEARING;
 - iv. TRANSACTION CLEARING may suspend TRANSACTION CLEARING's performance of this Agreement immediately upon notice to Client if Client is in breach or default of this or any other agreement between the Parties;
 - v. All rights and remedies allowed by the applicable Uniform Commercial Code; except as limited by **Section 7**;

- vi. All other rights and remedies allowed by this Agreement and under applicable law, except as limited by **Section 7**; and
 - vii. All rights and remedies will be cumulative and can be exercised separately or concurrently, except as limited by **Section 7**.
- c. Any failure by TRANSACTION CLEARING to exercise a remedy or enforce any provision of this Agreement shall not constitute a waiver thereof or of any other remedy or provision.

9. EXPIRATION AND TERMINATION

- a. Upon the expiration or early termination of the Term each Party agrees to satisfy, when due, their respective payment obligations under this Agreement.
- b. Client acknowledges that neither the LECs nor TRANSACTION CLEARING can determine certain LEC Deductions, TRANSACTION CLEARING Deductions and other Assessments for a period of up to eighteen (18) months after Authorized Transactions are processed. Client acknowledges that the payment of LEC Deductions, TRANSACTION CLEARING Deductions and other Assessments is Client's sole responsibility. At the expiration or early termination of the Term, Client agrees that TRANSACTION CLEARING will withhold, offset, retain, deduct, set off, recoup, or otherwise recover from any TRANSACTION CLEARING Remittance otherwise due to Client for a period of eighteen (18) months, amounts necessary to satisfy LEC Deductions, TRANSACTION CLEARING Deductions and other Assessments, as determined by TRANSACTION CLEARING based on Client's historical business activity with TRANSACTION CLEARING and any other factors that TRANSACTION CLEARING in good faith determines to be relevant (the "Deposit"). If amounts withheld for TRANSACTION CLEARING Remittances are insufficient to fund the Deposit, Client will remit to TRANSACTION CLEARING, pursuant to **Section 4(k)**, an amount sufficient to pay the shortfall in such Deposit.
- c. Each quarter, TRANSACTION CLEARING will re-evaluate the amount of the Deposit and make adjustments as TRANSACTION CLEARING determines necessary in order to meet Client's obligations for payment of existing and future LEC Deductions, TRANSACTION CLEARING Deductions and other Assessments. Eighteen (18) months following the last month in which Client's Authorized Transactions were transmitted to a LEC by TRANSACTION CLEARING, TRANSACTION CLEARING will return any remaining portion of the Deposit to Client, provided that if at the end of eighteen (18) months TRANSACTION CLEARING determines that outstanding or future deductions or assessments still require a Deposit, Deposit shall be retained and evaluated quarterly for an additional twelve (12) months.
- d. Notwithstanding the foregoing, if LEC Deductions, TRANSACTION CLEARING Deductions and other Assessments exceed the Deposit, Client will remit, in accordance with **Section 4(k)**, such additional amounts as are required to satisfy Client's obligations under this Agreement.

- e. Except as otherwise provided herein, expiration or early termination of the Term will terminate all further rights and obligations of the Parties hereunder, provided that:
 - i. Neither Party will be relieved of an obligation to pay any sums of money due or to become due or payable or accrued under this Agreement;
 - ii. If such expiration or termination is a result of a default hereunder or a breach hereof by a Party, the other Party will be entitled to pursue any and all rights and remedies available to redress such default or breach in law or equity as provided for in Sections 6-8; and
 - iii. The provisions of this Agreement and each Party's obligations hereunder, which by their nature or context are required or intended to survive, including but not limited to **Sections 4-10, 12, and Exhibit E** hereof, will survive and remain in full force and effect after the expiration or termination of this Agreement.
- f. If Client elects a multi-year Initial Term and Client subsequently terminates or breaches this Agreement before the expiration of the full Initial Term, Client will pay TRANSACTION CLEARING, in accordance with **Section 4(k)** and in addition to Client's other payment obligations under this Agreement the difference between Processing Fees owed by Client under this Agreement and the One-Year Processing Fees rate set forth in **Exhibit A**, plus nine percent (9%.)

10. PROTECTION OF CONFIDENTIAL INFORMATION

As used herein, "Confidential Information" means:

- a. Proprietary information;
- b. Information marked or designated by either Party, in good faith, as confidential;
- c. Information otherwise disclosed in a manner consistent with its confidential nature;
- d. The terms and conditions of this Agreement;
- e. Any and all electronic and written correspondence and notices sent to Client by any and all employees, agents, independent contractors or representatives of TRANSACTION CLEARING; and
- f. Information of one Party submitted to the other Party, whether or not in written form and whether or not designated as confidential, that is known or should reasonably be known by the other Party as being treated as confidential.

The Parties acknowledge that, as a result of the provision of the Services, Confidential Information may or must be disclosed to the other Party. Each Party hereby agrees that it will make no disclosure of Confidential Information provided under this Agreement without the prior written consent of the other Party. Additionally, each Party will restrict disclosure of

Confidential Information to its own employees, agents, and independent contractors to whom disclosure is reasonably required, and such employees, agents, and independent contractors will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of any Confidential Information. Nothing contained in this Agreement will be considered as granting or conferring rights by license or otherwise in any Confidential Information disclosed under this Agreement.

11. FORCE MAJEURE

Except for payment obligations or compliance with applicable rules, regulations, and laws, Client will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of Client. TRANSACTION CLEARING will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of TRANSACTION CLEARING, including by way of illustration and not limitation, acts or omissions of Client or the LECs, third party nonperformance, failure or malfunction of computer or communications hardware, equipment or software, breach of other nonperformance by TRANSACTION CLEARING's vendors and suppliers, strikes or labor disputes, riots, war, terrorist acts, fire, acts of God or governmental laws and regulations.

12. MISCELLANEOUS

a. Amendment

This Agreement or any part hereof, including incorporated exhibits, may be modified or additional provisions may be added by written agreement signed by or on behalf of the Parties by an authorized representative of such Parties, unless otherwise provided herein. No modification, amendment, or waiver of any provision of this Agreement, including incorporated exhibits, and no consent to any default under this Agreement, will be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such modification, amendment, waiver, or consent is claimed. Notwithstanding the above, TRANSACTION CLEARING may change the TRANSACTION CLEARING Processing Fees, Customer Service Fees and any part of this Agreement including any Exhibit if necessary to comply with the LEC Agreements, legal authorities or regulatory agencies upon five (5) days written notice to Client.

b. Waiver

No delay or omission on the part of any Party in exercising any right or privilege under this Agreement will operate as a waiver thereof.

c. Notice and Demands

Except as otherwise provided in this Agreement, all notices, demands, and requests given by any Party to the other Party will be in writing and be deemed to have been duly given on the date:

- i. Delivered in person, and for which a receipt for such delivery will be obtained;
- ii. Of the return receipt for those notices sent postage prepaid in the United States mail via Certified Mail, Return Receipt Requested, or five (5) Business Days after being mailed by regular mail;
- iii. Received from a national overnight delivery service;
- iv. Sent by facsimile transmission to the recipient's facsimile machine, provided that the receiving machine delivers confirmation to the sender and receipt is verified by telephone, with an extra copy of such notice sent the same Business Day by first-class mail; or
- v. Notice is sent to Client's designated email address.

Such notice described herein shall constitute written notice. The following addresses shall be used for the respective forms of notice and may be changed from time to time by giving written advance notice.

To TRANSACTION CLEARING:

To TRANSACTION CLEARING at the address printed above.

To Client:

To Client at the designated address provided on **Exhibit F**.

d. Assignment

- i. Neither Party will assign any right or obligation under this Agreement without the other Party's written consent. Any attempted assignment will be null and void.
- ii. All rights, obligations, duties and interests of such Party will inure to the benefit of and be binding on all successors in interest and assigns of such Party and will survive any acquisition, merger, reorganization, or other business combination to which such Party is a party.
- iii. Client will provide TRANSACTION CLEARING with prior written notice of Client's pending purchase of any or all of the Transactions, accounts receivables or customer base(s) of any other entity, agent or service provider.
- iv. Notwithstanding the foregoing, TRANSACTION CLEARING may assign this Agreement, in whole or in part, to:
 1. a parent corporation;
 2. any entity into which TRANSACTION CLEARING may merge or consolidate or that acquires substantially all of Transaction Clearing's assets or stock; or

3. a wholly owned affiliate of TRANSACTION CLEARING's parent corporation that is of a financial standing equal to or greater than that of TRANSACTION CLEARING.

TRANSACTION CLEARING will provide notice to the Customer within thirty-(30) days of TRANSACTION CLEARING's assignment of TRANSACTION CLEARING's rights and obligations under this Agreement.

e. No Third-Party Beneficiary

This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns. This Agreement is not intended, nor will it be construed, to create or convey any right upon any entity not a party to this Agreement. TRANSACTION CLEARING will not be responsible for the Services provided hereunder, nor will it provide any remedy, claim, liability, reimbursement, cause of action, or other right to any person or entity not a party to this Agreement.

f. Relationship of Parties

In providing services to Client, TRANSACTION CLEARING is acting only as an independent contractor. Except as expressly set forth in this Agreement, TRANSACTION CLEARING does not undertake by this Agreement or otherwise to perform any obligation of Client, whether statutory, regulatory or contractual, or to assume any responsibility for Client's business or operations. This Agreement will not be deemed to create a partnership, joint venture, agency, or fiduciary relationship between the Parties.

g. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the choice of law rules of Texas. Except for the arbitration proceedings provided for herein, it is agreed by and between the Parties that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a court located in Bexar County, Texas, to the exclusion of the courts of any other county, state or country.

h. Severability

If any provision of this Agreement is declared judicially invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement will be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent. If such modification is not possible, another provision that is legal and enforceable and that achieves the same objective will be substituted.

i. Intellectual Property

Except as otherwise expressly provided herein, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or

right under any patent, trademark, trade name, copyright or other intellectual property right of either Party.

j. Execution of Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document. Facsimile copies of this Agreement are given the dignity of original documents.

k. Headings

The headings in this Agreement are for convenience and shall not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

l. Employees

Client acknowledges that TRANSACTION CLEARING's success in TRANSACTION CLEARING's industry is largely dependent on the performance of its personnel and that TRANSACTION CLEARING expends substantial resources in connection with employment and training of such personnel. Accordingly, for a period of twelve (12) months following the termination of this Agreement, Client will not hire or retain, either as an employee, agent, representative, or contractor, any person who is or was a Restricted Employee of TRANSACTION CLEARING during this Agreement without the advance written consent of TRANSACTION CLEARING. A "Restricted Employee" of TRANSACTION CLEARING is any employee, agent, representative, or contractor of TRANSACTION CLEARING that has signed a non-competition or restrictive covenant, except a member of TRANSACTION CLEARING's clerical staff. This undertaking is an essential element of this Agreement and will survive the expiration of termination of this Agreement.

m. Entire Agreement

This Agreement, including all of its exhibits and attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement or has caused the same to be signed by its duly authorized officer as of the date first above written.

CLIENT

By: *Greg Lane*

Print: GREG LANE

Its: _____

Date: 2-15-11

TRANSACTION CLEARING
TRANSACTION CLEARING, LLC

By: *Betty Aguilar*

Print: Betty Aguilar

Its: President/CEO

Date: _____

**EXHIBIT F
CLIENT DATA SHEET**

Client Legal Name (must agree to Client's current Articles of Organization or equivalent organizational documents) & DBA Name (if different from Client Legal Name)	FONERIGHT, INC.			
State where Articles or equivalent documents were filed	State Nevada	Date of Incorporation or Formation 6/18/2007		
Federal ID No. REDACTED	D&B Number	FCC Registration No.		
Principal Address	2120 S. Reserve St. PMB 230			
City	Missoula	State	MT	Zip 59801
Telephone (Direct line number - no 800#)	702-REDACTED	Fax	888-486-7324	
Mobile Telephone Number				
Customer Service 800#	888-568-6369			

President Name	Gregory D. Lane			
Home Address	REDACTED			
City	Missoula	State	MT	Zip 59802
Telephone (Direct line number - no 800#)	406-REDACTED	Fax		
Mobile Telephone Number				
Email Address (required)	greg@americamedia.com			
To Receive All Notice(s) circle one	Yes	No		

CFO Name	N/A			
Home Address				
City		State		Zip
Telephone (Direct line - no 800#)		Fax		
Mobile Telephone Number				
Email Address (required)				
To Receive All Notice(s) circle one	Yes	No		

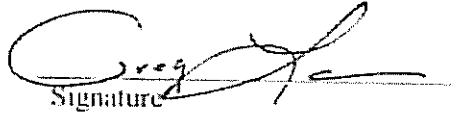
IPOC Name (Initial Point of Contact)	Rebekah Cockrell			
Address	2120 S. Reserve St. PMB 210			
City	Missoula	State	MT	Zip 59801
Telephone (Direct line number - no 800#)	406-REDACTED	Fax	888-457-4416	
Mobile Telephone Number				
Email Address (required)	rebekah@americamedia.com			
To Receive All Notice(s) circle one	Yes	No		

Initial Term	One Year			
Billing Transaction Type	Enhanced Service			
IT Name (IT Group)	Reuni, LLC			
Address	14100 Walsingham Road Suite 36-25			
City	Largo	State	FL	Zip 33774
Telephone (Direct Line Number- no 800#)	727-REDACTED	Fax	800-729-0932	
Mobile Telephone Number				
Email Address	richard@REDACTED.com			
To Receive All Notice(s) circle one	<input checked="" type="radio"/> Yes	<input type="radio"/> No		
Billing Transaction Type	Enhanced Service			

** If there are any other point of contacts to be listed please provide on a separate sheet.

GREG LAWE

Print Name


Signature

2.15.11

Date

TRANSACTION CLEARING, LLC
BILLING AND COLLECTION MANAGEMENT SERVICE AGREEMENT

This Billing and Collection Management Service Agreement (the "**Agreement**") is entered into this 10 day of Oct 2010 (the "**Effective Date**"), by Transaction Clearing LLC ("**Transaction Clearing**"), a Texas limited liability company, whose principal address is 500 N. Loop 1604 East, STE 250, San Antonio, Texas 78232 and HEAR YOU 2, ("**Client**"), a NEVADA corporation, whose principal address is 509 N. Sullivan Road PMB 520, Sparks, NV. TRANSACTION CLEARING and Client are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Client provides certain telecommunication products and services, including: (a) Regulated basic toll Message Telephone Service and similar telecommunication services; and, (b) non-regulated Enhanced Telecommunications Services;

B. Client desires to bill and collect set charges for authorized telecommunication products and services, and telecommunications related products and services through Local Exchange Carriers ("**LEC**");

C. Transaction Clearing has entered into clearing agreements with each LEC identified on Exhibit A-1 ("**LEC Agreements**") which permit Transaction Clearing to provide billing and collection management services as described in Exhibit B ("**Services**"); and

D. Client desires to purchase from Transaction Clearing, and Transaction Clearing desires to provide to Client such Services on the terms and conditions set forth herein, subject to the limitations of the LEC Agreements, Tariffs, and all applicable federal, state and local laws, rules, and regulations;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows:

1. TERMS AND DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings (certain other terms are defined in the body of the Agreement below):

Assessments: Include without limitation, fees, charges, chargebacks, credits, reserves, offsets, adjustments and allocations, including, but not limited to such charges and chargebacks for Short-term Dilution, Bad Debt, LEC Processing Fees, TRANSACTION CLEARING Processing Fees, Post-billing Adjustments or Credits, Bad Debt Reserve, true-ups and Customer Service Fees.

Authorized Transactions: Transactions that are a) accepted by TRANSACTION CLEARING's Validation System prior to submission to a LEC, b) accepted by a LEC upon submission by TRANSACTION CLEARING, and c) in compliance with the Billing Standards.

right under any patent, trademark, trade name, copyright or other intellectual property right of either Party.

j. Execution of Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document. Facsimile copies of this Agreement are given the dignity of original documents.

k. Headings

The headings in this Agreement are for convenience and shall not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

l. Employees

Client acknowledges that TRANSACTION CLEARING's success in TRANSACTION CLEARING's industry is largely dependent on the performance of its personnel and that TRANSACTION CLEARING expends substantial resources in connection with employment and training of such personnel. Accordingly, for a period of twelve (12) months following the termination of this Agreement, Client will not hire or retain, either as an employee, agent, representative, or contractor, any person who is or was a Restricted Employee of TRANSACTION CLEARING during this Agreement without the advance written consent of TRANSACTION CLEARING. A "Restricted Employee" of TRANSACTION CLEARING is any employee, agent, representative, or contractor of TRANSACTION CLEARING that has signed a non-competition or restrictive covenant, except a member of TRANSACTION CLEARING's clerical staff. This undertaking is an essential element of this Agreement and will survive the expiration of termination of this Agreement.

m. Entire Agreement

This Agreement, including all of its exhibits and attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement or has caused the same to be signed by its duly authorized officer as of the date first above written.

CLIENT

By: Briana McEachern

Print: Briana McEachern

Its: _____

Date: 2/23/2011

TRANSACTION CLEARING
TRANSACTION CLEARING, LLC

By: Betty Aguilera

Print: Betty Aguilera

Its: President/CEO

Date: _____

**EXHIBIT F
CLIENT DATA SHEET**

Client Legal Name (must agree to Client's current Articles of Organization or equivalent organizational documents) & DBA Name (if different from Client Legal Name)	HEARYOU2, INC.			
State where Articles or equivalent documents were filed	State Nevada	Date of Incorporation or Formation 7/30/2008		
Federal ID No. REDACTED	D&B Number	FCC Registration No.		
Principal Address	509 N. Sullivan Road PMB 520			
City	Spokane Valley	State	WA	Zip 99037
Telephone (Direct line number - no 800#)	702-REDACTED	Fax	888-486-7326	
Mobile Telephone Number				
Customer Service 800#	866-257-6872			

President Name	Briana McLaughlin			
Home Address	REDACTED			
City	Spokane	State	WA	Zip 99223
Telephone (Direct line number - no 800#)	509-REDACTED	Fax		
Mobile Telephone Number				
Email Address (required)	REDACTED			
To Receive All Notice(s) circle one	Yes	No		

CFO Name	N/A			
Home Address				
City		State		Zip
Telephone (Direct line - no 800#)		Fax		
Mobile Telephone Number				
Email Address (required)				
To Receive All Notice(s) circle one	Yes	No		

IPOC Name (Initial Point of Contact)	Rebekah Cockrell			
Address	2120 S. Reserve St. PMB 210			
City	Missoula	State	MT	Zip 59801
Telephone (Direct line number - no 800#)	406-REDACTED	Fax	888-457-4416	
Mobile Telephone Number				
Email Address (required)	rebekah@americamedia.com			
To Receive All Notice(s) circle one	Yes	No		

Initial Term	One Year			
Billing Transaction Type	Enhanced Service			
IT Name (IT Group)	Reuni, LLC			
Address	14100 Walsingham Road Suite 36-25			
City	Largo	State	FL	Zip 33774
Telephone (Direct Line Number- no 800#)	727-REDACTED	Fax		
Mobile Telephone Number				
Email Address	richard@REDACTED.com			
To Receive All Notice(s) circle one	Yes	No		
Billing Transaction Type	Enhanced Service			

** If there are any other point of contacts to be listed please provide on a separate sheet.

Briana McLaughlin
 Print Name

[Handwritten Signature]
 Signature

2/23/2011
 Date

HearYou2

509 N. Sullivan Road, PMB 520
Spokane Valley, WA 99037

Tele 702-REDACTED Fax 888-486-7326

June 18th, 2011

Ms. Lydia Dziadul
Transaction Clearing, LLC
500 North Loop 1604 E, Suite 250
San Antonio, TX 78232

Dear Ms. Dziadul,

Attached please find the necessary paperwork for ownership change of HearYou2.

Sincerely,

Brianna McLaughlin
President

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That **Briana McLaughlin**, hereinafter "Assignor", for and in consideration of the consideration provided in the following paragraphs, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, set over, transfer, convey, and assign unto **STEVE V. SANN**, hereinafter "Assignee", all of her right, title, and interest in and to that certain entity, including the property, assets, capital and profits thereof, known as **Hearyou2, Inc.** (the "Company") and all the shareholders therein expressly consent to and agree to this assignment and shall be bound by the same.

The consideration paid by Assignee is as follows:

Assignor warrants and the Company acknowledges that all distributions of said property, assets, capital and profits may be distributed to the Assignee.

Assignor hereby certifies that, to the best of its knowledge, the corporate documents, if applicable, are in good standing and not in default. Assignor agrees to execute such additional documents as may be required to effectuate this assignment and the conveyance intended hereunder.

Assignor warrants and acknowledges that the above-described right, title and interest has not been conveyed, transferred, assigned or otherwise pledged.

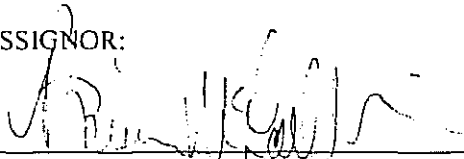
Assignor does hereby make, constitute and appoint Assignee as her true and lawful attorneys in fact to have, use and take all lawful means for the collection of her share of the property, assets, capital and profits of said corporation.

TO HAVE AND TO HOLD THE SAME together with all rights and remedies of the Assignor, to the Assignees, and their successors and assigns.

Assignee, by executing this instrument, specifically accept the assignment intended hereunder, and assumes all obligations of Assignor under said corporation and the corporate documents, if applicable. Assignee further hereby indemnifies and holds harmless Assignor from and against all costs, losses and claims that arise for the corporation or its property from and after the date hereof.

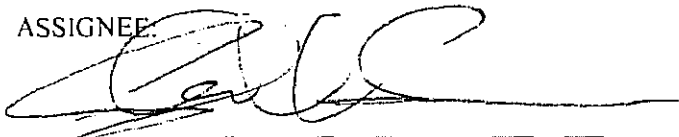
IN WITNESS WHEREOF, this instrument has been executed this 18th day of June, 2011.

ASSIGNOR:



Briana McLaughlin

ASSIGNEE:



Steve V. Sann

CLIENT DATA SHEET

Client Legal Name (must agree to Client's current Articles of Organization or equivalent organizational documents) & DBA Name (if different from Client Legal Name)	HEARYOU2, INC.				
	State Nevada	Date of Incorporation or Formation 7-30-2008			
Federal ID No. REDACTED	D&B Number	FCC Registration No.			
Principal Address	509 N. Sullivan Road PMB 520				
City	Spokane Valley	State	WA	Zip	99037
Telephone	702-REDACTED	Fax	888-486-7326		
Customer Service 800#	866-257-6872				

President Name	Steven V. Sann				
Home Address	REDACTED				
City	Stevensville	State	MT	Zip	59870
Telephone	406-REDACTED	Fax			
Email Address	steve@americamedia.com				
To Receive All Notice(s) circle one	Yes	No			

CFO Name	N/A				
Home Address					
City		State		Zip	
Telephone		Fax			
Email Address					
To Receive All Notice(s) circle one	Yes	No			

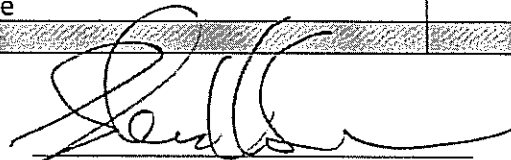
IPOC Name (Initial Point of Contact)	Rebekah Cockrell				
Address	2120 S. Reserve St. PMB 210				
City	Missoula	State	MT	Zip	59801
Telephone	406-REDACTED	Fax	888-457-4416		
Email Address	rebekah@americamedia.com				
To Receive All Notice(s) circle one	Yes	No			

TRANSACTION CLEARING, LLC
Client _____

Billing and Collection Management Service Agreement
Transaction Clearing _____

IT Name (IT Group)	Reuni, LLC				
Address	14100 Walsingham Road Suite 36-25				
City	Largo	State	FL	Zip	33774
Telephone	727-REDACTED		Fax	800-729-0932	
Email Address					
To Receive All Notice(s) circle one	Yes		No		
Billing Transaction Type	Enhanced Service				

~~Steven V. Sann~~
Steven V. Sann
 Print Name


 Signature

8/5/11
 Date

TRANSACTION CLEARING, LLC
BILLING AND COLLECTION MANAGEMENT SERVICE AGREEMENT

This Billing and Collection Management Service Agreement (the "**Agreement**") is entered into this 27 day of July 2009 (the "**Effective Date**"), by Transaction Clearing LLC ("**Transaction Clearing**"), a Texas limited liability company, whose principal address is 500 N. Loop 1604 East, STE 250, San Antonio, Texas 78232 and SECURE ATDAT, ("**Client**"), a NEVADA corporation, whose principal address is 2120 S ROSWELL ST PMB 217 MISSOULA, MT 59804. TRANSACTION CLEARING and Client are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Client provides certain telecommunication products and services, including: (a) Regulated basic toll Message Telephone Service and similar telecommunication services; and, (b) non-regulated Enhanced Telecommunications Services;

B. Client desires to bill and collect set charges for authorized telecommunication products and services, and telecommunications related products and services through Local Exchange Carriers ("**LEC**");

C. Transaction Clearing has entered into clearing agreements with each LEC identified on Exhibit A-1 ("**LEC Agreements**") which permit Transaction Clearing to provide billing and collection management services as described in Exhibit B ("**Services**"); and

D. Client desires to purchase from Transaction Clearing, and Transaction Clearing desires to provide to Client such Services on the terms and conditions set forth herein, subject to the limitations of the LEC Agreements, Tariffs, and all applicable federal, state and local laws, rules, and regulations;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows:

1. TERMS AND DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings (certain other terms are defined in the body of the Agreement below):

Assessments: Include without limitation, fees, charges, chargebacks, credits, reserves, offsets, adjustments and allocations, including, but not limited to such charges and chargebacks for Short-term Dilution, Bad Debt, LEC Processing Fees, TRANSACTION CLEARING Processing Fees, Post-billing Adjustments or Credits, Bad Debt Reserve, true-ups and Customer Service Fees.

Authorized Transactions: Transactions that are a) accepted by TRANSACTION CLEARING's Validation System prior to submission to a LEC, b) accepted by a LEC upon submission by TRANSACTION CLEARING, and c) in compliance with the Billing Standards.

right under any patent, trademark, trade name, copyright or other intellectual property right of either Party.

j. Execution of Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document. Facsimile copies of this Agreement are given the dignity of original documents.

k. Headings

The headings in this Agreement are for convenience and shall not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

l. Employees

Client acknowledges that TRANSACTION CLEARING's success in TRANSACTION CLEARING's industry is largely dependent on the performance of its personnel and that TRANSACTION CLEARING expends substantial resources in connection with employment and training of such personnel. Accordingly, for a period of twelve (12) months following the termination of this Agreement, Client will not hire or retain, either as an employee, agent, representative, or contractor, any person who is or was a Restricted Employee of TRANSACTION CLEARING during this Agreement without the advance written consent of TRANSACTION CLEARING. A "Restricted Employee" of TRANSACTION CLEARING is any employee, agent, representative, or contractor of TRANSACTION CLEARING that has signed a non-competition or restrictive covenant, except a member of TRANSACTION CLEARING's clerical staff. This undertaking is an essential element of this Agreement and will survive the expiration of termination of this Agreement.

m. Entire Agreement

This Agreement, including all of its exhibits and attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings, or agreements, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement or has caused the same to be signed by its duly authorized officer as of the date first above written.

CLIENT

By: [Signature]
Print: NATHAN SANK
Its: President
Date: 1/31/11

TRANSACTION CLEARING
TRANSACTION CLEARING, LLC

By: [Signature]
Print: Betty Aguilar
Its: President/CEO
Date: _____

**EXHIBIT F
CLIENT DATA SHEET**

Client Legal Name (must agree to Client's current Articles of Organization or equivalent organizational documents) & DBA Name (if different from Client Legal Name)	SECURATDAT, INC.				
State where Articles or equivalent documents were filed	State Nevada	Date of Incorporation or Formation 7/29/2008			
Federal ID No. REDACTED	D&B Number	FCC Registration No.			
Principal Address	2120 South Reserve St. PMB 217				
City	Missoula	State	MT	Zip	59801
Telephone (Direct line number - no 800#)	406-REDACTED	Fax	888-486-7497		
Mobile Telephone Number					
Customer Service 800#	888-361-5693				

President Name	Nathan Sann				
Home Address	REDACTED				
City	Missoula	State	MT	Zip	59801
Telephone (Direct line number - no 800#)	406-REDACTED	Fax			
Mobile Telephone Number					
Email Address (required)	nate@americamedia.com				
To Receive All Notice(s) circle one	<input checked="" type="radio"/> Yes				<input type="radio"/> No

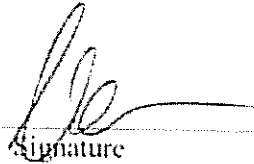
CFO Name	N/A				
Home Address					
City		State		Zip	
Telephone (Direct line - no 800#)		Fax			
Mobile Telephone Number					
Email Address (required)					
To Receive All Notice(s) circle one	<input type="radio"/> Yes				<input type="radio"/> No

IPOC Name (Initial Point of Contact)	Rebekah Cockrell				
Address	2120 S. Reserve St. PMB 210				
City	Missoula	State	MT	Zip	59801
Telephone (Direct line number - no 800#)	406-REDACTED	Fax	888-457-4416		
Mobile Telephone Number					
Email Address (required)	rebekah@americamedia.com				
To Receive All Notice(s) circle one	<input checked="" type="radio"/> Yes				<input type="radio"/> No

Initial Term	One Year				
Billing Transaction Type	Enhanced Service				
IT Name (IT Group)	Reuni, LLC				
Address	14100 Walsingham Road Suite 36-25				
City	Largo	State	FL	Zip	33774
Telephone (Direct Line Number- no 800#)	727-REDACTED	Fax	800-729-0932		
Mobile Telephone Number					
Email Address	richard@REDACTED.com				
To Receive All Notice(s) circle one	<input checked="" type="radio"/> Yes		<input type="radio"/> No		
Billing Transaction Type	Enhanced Service				

** If there are any other point of contacts to be listed please provide on a separate sheet.

NATHAN SAWW
 Print Name


 Signature

1/31/11
 Date

TRANSACTION CLEARING, LLC
BILLING AND COLLECTION MANAGEMENT SERVICE AGREEMENT

This Billing and Collection Management Service Agreement (the "**Agreement**") is entered into this 15 day of July 2009 (the "**Effective Date**"), by **Transaction Clearing LLC** ("**Transaction Clearing**"), a Texas limited liability company, whose principal address is 500 N. Loop 1604 East, STE 250, San Antonio, Texas 78232 and **Techmax Solutions, Inc.**, ("**Client**"), a Nevada corporation, whose principal address is 2709 1st Avenue N; Great Falls, MT 59401. TRANSACTION CLEARING and Client are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Client provides certain telecommunication products and services, including: (a) Regulated basic toll Message Telephone Service and similar telecommunication services; and, (b) non-regulated Enhanced Telecommunications Services;

B. Client desires to bill and collect set charges for authorized telecommunication products and services, and telecommunications related products and services through Local Exchange Carriers ("**LEC**");

C. Transaction Clearing has entered into clearing agreements with each LEC identified on Exhibit A-1 ("**LEC Agreements**") which permit Transaction Clearing to provide billing and collection management services as described in **Exhibit B** ("**Services**"); and

D. Client desires to purchase from Transaction Clearing, and Transaction Clearing desires to provide to Client such Services on the terms and conditions set forth herein, subject to the limitations of the LEC Agreements, Tariffs, and all applicable federal, state and local laws, rules, and regulations;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows:

1. TERMS AND DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings (certain other terms are defined in the body of the Agreement below):

Assessments: Include without limitation, fees, charges, chargebacks, credits, reserves, offsets, adjustments and allocations, including, but not limited to such charges and chargebacks for Short-term Dilution, Bad Debt, LEC Processing Fees, TRANSACTION CLEARING Processing Fees, Post-billing Adjustments or Credits, Bad Debt Reserve, true-ups and Customer Service Fees.

Authorized Transactions: Transactions that are accepted by TRANSACTION CLEARING's Validation System prior to submission to a LEC.

TRANSACTION CLEARING, LLC
Client AK

Billing and Collection Management Service Agreement
Transaction Clearing BK

using information provided by Client in performing any Tax-related service hereunder; including the collections of Taxes from a End User.

- c. If TRANSACTION CLEARING is assessed any Taxes imposed by reason of this Agreement, Client shall be liable for all such Taxes and the cost of defense of such assessment.

VI. Taxes Imposed on Services Performed by TRANSACTION CLEARING

- a. Client shall be responsible for payment of all sales, use or other Taxes of a similar nature ("Service Taxes") imposed on TRANSACTION CLEARING's performance of Services under this Agreement.
- b. TRANSACTION CLEARING agrees to use reasonable efforts to invoice Client for such Taxes at the time TRANSACTION CLEARING invoices Client for the underlying services performed; provided, however, that this obligation shall not be deemed to prohibit TRANSACTION CLEARING from invoicing for such Taxes at a later date to correct errors or omissions from the earlier invoice.
- c. If any federal, state or local jurisdiction notifies TRANSACTION CLEARING that any additional sales, use or other Taxes (including interest, penalties and surcharges thereon) are due as a result of TRANSACTION CLEARING's performance under this Agreement, Client shall promptly reimburse TRANSACTION CLEARING for such Tax, interest, penalty and surcharge upon notice thereof.

VII. Special States

- a. Client acknowledges that TRANSACTION CLEARING is prohibited from filing tax returns on behalf of Client in certain Special States.
- b. TRANSACTION CLEARING shall furnish to Client on a timely basis with the applicable tax related information in TRANSACTION CLEARING's possession that is necessary for Client to file its Tax returns.
- c. Client shall promptly notify TRANSACTION CLEARING if such information is not received.
- d. Requests for such information are subject to T&C Charges in accordance with Exhibit A if TRANSACTION CLEARING must make multiple submissions or use customized formats for Client.
- e. In addition to the Client Responsibilities stated above, for the Special States that prohibit TRANSACTION CLEARING from filing on behalf of Client, Client shall be solely responsible for obtaining all necessary Tax and/or business licenses, prepare and file, in a timely manner, all tax returns or reports relating to such Taxes imposed on Client's services billed under this Agreement, and pay or remit all such Taxes and other items and any applicable interest or penalties, in said Special States.
- f. At TRANSACTION CLEARING's written request, Client will provide TRANSACTION CLEARING with copies of any and all tax returns and other applicable information filed with each taxing authority.

**EXHIBIT F
CLIENT DATA SHEET**

Client Legal Name (must agree to Client's current Articles of Organization or equivalent organizational documents) & DBA Name (if different from Client Legal Name)	Techmax Solutions, Inc.				
State where Articles or equivalent documents were filed	State Nevada		Date of Incorporation or Formation 8/14/07		
Federal ID No. REDACTED	D&B Number		FCC Registration No.		
Principal Address	REDACTED				
City	Great Falls	State	MT	Zip	59401
Telephone	702-REDACTED		Fax	888-486-7458	
Customer Service 800#	866-378-8201				

President Name	Phyllis S. Tryon				
Home Address	REDACTED				
City	Great Falls	State	MT	Zip	59401
Telephone	406-REDACTED		Fax		
Email Address	REDACTED				
To Receive All Notice(s) circle one	Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>		

CFO Name	N/A				
Home Address					
City		State		Zip	
Telephone			Fax		
Email Address					
To Receive All Notice(s) circle one	Yes <input type="checkbox"/>		No <input type="checkbox"/>		

IPOC Name (Initial Point of Contact)	Steve Sann				
Address	2120 So. Reserve ST PMB 210				
City	Missoula	State	MT	Zip	59801
Telephone	816 REDACTED		Fax	8884867458	
Email Address	Steve@americamedia.com				
To Receive All Notice(s) circle one	Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>		

Initial Term	One Year	
Billing Transaction Type	Enhanced Service	

TRANSACTION CLEARING, LLC
BILLING AND COLLECTION MANAGEMENT SERVICE AGREEMENT

This Billing and Collection Management Service Agreement (the "**Agreement**") is entered into this 3 day of June 2009 (the "**Effective Date**"), by Transaction Clearing LLC ("**Transaction Clearing**"), a Texas limited liability company, whose principal address is 500 N. Loop 1604 East, STE 250, San Antonio, Texas 78232 and VOICEMAIL PROFESSIONALS, ("**Client**"), a Nevada corporation, whose principal address is 500 N. Rainbow Blvd Suite 300 Las Vegas, NV. TRANSACTION CLEARING and Client are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Client provides certain telecommunication products and services, including: (a) Regulated basic toll Message Telephone Service and similar telecommunication services; and, (b) non-regulated Enhanced Telecommunications Services;

B. Client desires to bill and collect set charges for authorized telecommunication products and services, and telecommunications related products and services through Local Exchange Carriers ("**LEC**");

C. Transaction Clearing has entered into clearing agreements with each LEC identified on Exhibit A-1 ("**LEC Agreements**") which permit Transaction Clearing to provide billing and collection management services as described in **Exhibit B** ("**Services**"); and

D. Client desires to purchase from Transaction Clearing, and Transaction Clearing desires to provide to Client such Services on the terms and conditions set forth herein, subject to the limitations of the LEC Agreements, Tariffs, and all applicable federal, state and local laws, rules, and regulations;

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows:

1. TERMS AND DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings (certain other terms are defined in the body of the Agreement below):

Assessments: Include without limitation, fees, charges, chargebacks, credits, reserves, offsets, adjustments and allocations, including, but not limited to such charges and chargebacks for Short-term Dilution, Bad Debt, LEC Processing Fees, TRANSACTION CLEARING Processing Fees, Post-billing Adjustments or Credits, Bad Debt Reserve, true-ups and Customer Service Fees.

Authorized Transactions: Transactions that are a) accepted by TRANSACTION CLEARING's Validation System prior to submission to a LEC, b) accepted by a LEC upon submission by TRANSACTION CLEARING, and c) in compliance with the Billing Standards.

CLIENT

By:

Terry Lane

Print:

TERRY LANE

Its:

Date:

2-11-11

TRANSACTION CLEARING
TRANSACTION CLEARING, LLC

By:

Betty Aguilar

Print:

Betty Aguilar

Its:

President/CEO

Date:

**EXHIBIT F
CLIENT DATA SHEET**

Client Legal Name (must agree to Client's current Articles of Organization or equivalent organizational documents) & DBA Name (if different from Client Legal Name)	VOICEMAIL PROFESSIONALS, INC.			
State where Articles or equivalent documents were filed	State Nevada	Date of Incorporation or Formation 5/18/2006		
Federal ID No. REDACTED	D&B Number	FCC Registration No.		
Principal Address	500 N. Rainbow Blvd, Suite 300			
City	Las Vegas	State	NV	Zip 89107
Telephone (Direct line number - no 800#)	702-REDACTED	Fax	888-486-7494	
Mobile Telephone Number				
Customer Service 800#	866-576-1876			

President Name	Terry Lane			
Home Address	REDACTED			
City	Stevensville	State	MT	Zip 59870
Telephone (Direct line number - no 800#)	406-REDACTED	Fax		
Mobile Telephone Number				
Email Address (required)	terry@americamedia.com			
To Receive All Notice(s) circle one	<input checked="" type="radio"/> Yes	<input type="radio"/> No		

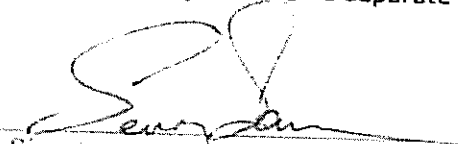
CFD Name	N/A			
Home Address				
City		State		Zip
Telephone (Direct line - no 800#)		Fax		
Mobile Telephone Number				
Email Address (required)				
To Receive All Notice(s) circle one	<input type="radio"/> Yes	<input type="radio"/> No		

IPOC Name (Initial Point of Contact)	Rebekah Cockrell			
Address	2120 S. Reserve St. PMB 210			
City	Missoula	State	MT	Zip 59801
Telephone (Direct line number - no 800#)	406-REDACTED	Fax	888-457-4416	
Mobile Telephone Number				
Email Address (required)	rebekah@americamedia.com			
To Receive All Notice(s) circle one	<input checked="" type="radio"/> Yes	<input type="radio"/> No		

Initial Term	One Year			
Billing Transaction Type	Enhanced Service			
IT Name (IT Group)	Reuni, LLC			
Address	14100 Walsingham Road Suite 36-25			
City	Largo	State	FL	Zip 33774
Telephone (Direct Line Number- no 800#)	727-REDACTED	Fax	800-729-0932	
Mobile Telephone Number				
Email Address	richard@REDACTED.com			
To Receive All Notice(s) circle one	<input checked="" type="radio"/> Yes	<input type="radio"/> No		
Billing Transaction Type	Enhanced Service			

** If there are any other point of contacts to be listed please provide on a separate sheet.

Terry Lane
Print Name


Signature

2-11-11
Date

MUTUAL NONDISCLOSURE AGREEMENT
(Transaction Clearing, LLC)

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is entered into by and between Transaction Clearing, LLC ("TRANSACTION CLEARING") and Customer (as identified in the signature block below) as of the Effective Date. For purposes of this Agreement, Customer and TRANSACTION CLEARING are sometimes collectively referred to as the "Parties" and individually referred to as a "Party". As used herein, "Receiving Party" shall mean the party, which has been given "Confidential Information" (as hereinafter defined) or "Trade Secrets" (as hereinafter defined) by and of the other Party.

- A. The Parties are discussing and from time to time, following the Effective Date hereof, will have discussions in connection with potential arrangements for the provisioning of telecommunications and other related services, including, without limitation, the disclosure of certain Confidential Information and/or Trade Secrets (each such discussion is hereinafter referred to individually as a "Discussion").
- B. In order to protect the Parties' substantial investment in their Confidential Information and Trade Secrets and to protect the goodwill associated with their customer, client and contractor relationships, the Parties have agreed to abide by the terms and conditions of this Agreement.

For and in consideration of the above premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used in this Agreement:
 - a) "Confidential Information" shall mean the proprietary and confidential data or information of a Party, other than "Trade Secrets" (as defined below), which is of tangible or intangible value to that Party and is not public information or is not generally known or available to that Party's competitors but is known only to that Party and those of its employees, independent contractors, consultants or agents to whom it must be confided in order to apply it to the uses intended, including, without limitation, information regarding that Party's customers or prospective customers, marketing methods, business plans and/or rates gained by the other Party as a result of the other Party's participation in a Discussion. In addition, the definition of "Confidential Information" shall include those items specifically identified as "Trade Secrets" in section 1(c), if it is judicially determined that any such items are not trade secrets, as defined by applicable law, and such item otherwise meet the definition of "Confidential Information" as contained in this Section 1(a). Confidential Information shall not include information which: (i) at the time of disclosure to Receiving Party is in the public domain through no act or omission of Receiving Party; (ii) as shown by written records, is already known by receiving Party; or (iii) is revealed to Receiving Party by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith.
 - b) "Entity" shall mean any person, partnership, joint venture, agency, governmental subdivision, association, corporation or entity.
 - c) "Trade Secrets" shall mean that portion of Confidential Information which constitutes trade secrets, as defined by applicable law and including, without limitation, confidential computer programs, software, designs, processes, procedures, equipment, data, reports, product specifications, formulas, improvements, on-line terminal designs, software applications and knowledge of the existence of any existing or proposed contracts with third parties, whether copyrightable or not.
2. Consideration. The consideration for the covenants and agreements of each Party contained in this Agreement shall be that Party's right to participate in a Discussion, which the Parties acknowledge and agree shall constitute sufficient and adequate consideration.
3. Nondisclosure Ownership of Proprietary Property.

MUTUAL NONDISCLOSURE AGREEMENT
(Transaction Clearing, LLC)

- a) Each Party hereby acknowledges that it is in the best business interests of the other Party to insist on the strict confidentiality of any of its Trade Secrets and Confidential Information that may be disclosed as a result of a Discussion.
 - b) In recognition of the Parties' need to protect their legitimate business interests, each Party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a Trade Secret or Confidential Information of the other Party as strictly confidential and wholly owned by the other Party and that it will not, for any reason or in any manner, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, appropriate or otherwise communicate any such item of information or data to any person or Entity for any purpose other than strictly in accordance with the express terms of this Agreement or any other written agreement between the Parties. With regard to each item of information or data constituting a Trade Secret, the covenant in the immediately preceding sentence shall apply at all times during a Discussion and for as long after the cessation of a Discussion as such item continues to constitute a trade secret under applicable law; and with regard to any Confidential Information, the covenant in the immediately preceding sentence shall apply at all times during a Discussion and for three (3) years after the termination of a Discussion.
 - c) Each Party shall exercise reasonable efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information known by, disclosed or made available to that party or that Party's employees or personnel during a Discussion. Each Party shall immediately notify the other Party of any intended or unintended, unauthorized disclosure or use of any Trade Secrets or Confidential Information by that Party or any other person of which that party becomes aware. Each Party shall assist the other Party, to the extent necessary, in the procurement or any protection of the other Party's rights to or in any of the Trade Secrets or Confidential Information.
 - d) Upon termination of a Discussion, or anytime at the specific request of the other Party, or upon the execution of any agreement resulting from a Discussion containing provisions that expressly supersede the provisions of this Agreement, each Party shall return to the other Party all written or descriptive materials of any kind that contain or discuss any Confidential Information or Trade Secrets, and the confidentiality obligations of this Agreement shall continue until their expiration under the terms of this Agreement.
4. Remedies: Damages, Injunctions and Specific Performance. The Parties expressly understand and agree that the covenants and agreements to be rendered and performed by the Parties pursuant to Section 3 are special, unique, and of an extraordinary character, and in the event of any default, breach by either Party of Section 3, the other Party shall be entitled to such relief as may be available to it pursuant hereto, at law or in equity, including, without limiting the generality of the foregoing, any proceedings to: (i) obtain direct damages for any breach of this Agreement; (ii) order the specific performance thereof; or (iii) enjoin the breach of such provisions. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.
5. Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF FORESEEABLE, ARISING OUT OF OR RESULTING FROM ANY PROHIBITED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR OTHER BREACH HEREUNDER, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
6. Binding Effect and Assignability. The rights and obligations of each Party under this Agreement shall inure to the benefit of and shall be binding upon any subsidiary, affiliate, successor or permitted assign of or to the business of such Party, to the extent provided below. Neither this Agreement nor any rights or obligations of either Party under this Agreement shall be transferable or assignable by that Party without the prior written consent of the other Party, and any attempted transfer or assignment of this Agreement

MUTUAL NONDISCLOSURE AGREEMENT
(Transaction Clearing, LLC)

by either Party not in accordance herewith shall be null and void. Notwithstanding the foregoing, TRANSACTION CLEARING may assign this Agreement immediately, without the prior written consent of the other Party if necessary to satisfy the rules, regulations and/or orders of any federal, state or local government agency or body.

7. Severability. All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.
8. Waiver. The waiver by either Party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision by that Party. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the Party or Parties to be charged therewith.
9. Effective Date. Effective Date means the date on which the Agreement is fully executed by all the Parties.
10. Counterparts and Signatures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures for the purpose of enforcing this Agreement.
11. Miscellaneous. This Agreement contains the complete agreement concerning the arrangement between Customer and TRANSACTION CLEARING regarding its subject matter, as of the date hereof, and supersedes all other similar agreements or understandings between the parties, whether oral or written, consistent or inconsistent, with this Agreement. This Agreement may not be amended except by a written amendment executed by both Parties. Any Exhibit to this Agreement is to be deemed a part of this Agreement and the contents of any such Exhibit are hereby incorporated by this reference into this Agreement.

IN WITNESS WHEREOF the undersigned authorized representatives of the Parties have read and agree to the terms and conditions set forth herein.

"Customer" *Emerica Media Corporation*
 Address *2120 So. Reserve St PMB 210*
 City, ST, Zip *Missoula MT 59801*
 Office *406 REDACTED*
 Fax *888 457 4416*

Transaction Clearing, LLC
 500 N. Loop 1604 E. STE 250
 San Antonio, TX 78232
 210-REDACTED
 210

By *[Signature]*
STEVEN V. SANN
 (Print Name)

By *[Signature]*

Title *PRESIDENT*

Title *President/CEO*

Date *6-24-09*

Date *6-26-09*