

Buyer/User Agreement for LeadMaster Voice

Revised 12/18/14

By buying and/or using LeadMaster Voice add-on software tool for LeadMaster CRM (hereinafter referred to as “LM Voice”), you (hereinafter referred to as either “you”, “your”, “customer”, “user”, or “buyer”) agree to abide by the terms, policies, and laws explained in this document”.

WHO WE ARE: LM Voice is designed and owned by Electronic Voice Services, Inc. (hereinafter referred to as “EVS”) in partnership with LeadMaster LLC. In addition, EVS owns ZoomCalls VoIP Phone Service (hereinafter referred to as “ZoomCalls”) which is the telephone service used with LM Voice. LM Voice dials telephone numbers by clicking a telephone number or data record on LeadMaster CRM. In addition, inbound calls may be received with a softphone provided with LM Voice. For product details, see <http://www.LeadMasterVoice.com>

FREE TRIAL: LeadMaster CRM customers may try LeadMaster Voice for free for a limited number of calls to ensure that it works properly in their environment before purchasing.

REQUIREMENTS:

Computer: Desktop or Laptop PC with Windows 7 or higher, with 2 GHZ processor, 2 GB of RAM, 10 MB of available hard drive space, Super VGA Monitor, Keyboard, Mouse, Sound Card, and available USB port. Important Note: If you will be importing large lists of telephone numbers, you may need a faster processor, more RAM, and more hard drive space. Netbooks, Tablets, and Apple MACs are NOT compatible.

Headset: We recommend wired USB Headsets for use with our VoIP service. There are many different styles of wired USB headsets: One ear or both ears, over the head, behind the neck, in the ear, etc. Prices start at about \$10 for wired headsets; most are around \$25. It is not necessary to purchase an expensive headset, just get one that is comfortable for you. You may purchase USB headsets at many stores such as Best Buy, Staples, Office Depot, Office Max, WalMart, & Target. You can also shop for USB headsets on the internet. Wireless headsets send radio signals that may or may not be too slow. If too slow, they can create an echo or poor quality sound. If you do need a wireless headset, we suggest Plantronics .Audio 995). If you prefer to use a telephone or telephone headset (Examples: Plantronics CS50 or CS70) that cannot plug into the USB port on your computer, you will need a ZoomSwitch Phone Headset Accessory. It gives you the ability to push a button when using your headset to talk on either your telephone or on the VoIP service of your dialer. You can purchase a **Zoom Switch ZMS10** from <http://www.HeadsetExperts.com>.

Internet: VoIP (Voice over Internet Protocol) dialers and VoIP phone service require a high speed internet connection with adequate and consistent bandwidth to have consistently high quality calls.

To determine your internet bandwidth, you may quickly perform a test at this website: <http://www.speedtest.net>

Click the “Begin Test” button.

It first tests your “Ping”, then your “Download Speed”, and finally your “Upload Speed”.

Ping: Should be less than 90 ms

Download: You need at least 1.5 megabytes (mbps) per user for each of our Dialers or if you have our Business VoIP Phone Service, you need 1.0 megabytes (mbps) for each IP Phone.

Wireless and satellite internet connections may or may not work well, depending on their signal strength. Wired connections are the best.

Firewalls are used to protect your network and computers from outside attacks, viruses, malware, etc. To use VoIP technology, you will need to open the following ports on your **firewall/modem/router**:

Port 5060 TCP and UDP

Port 5004 UDP

Port 3478 and 3479 UDP for stun Server

Port 16348-32768 UDP (RTP, RTCP multimedia Streaming)

In addition, if you are running Windows Firewall on your PC, you may have to open the above ports.

Routers & Modems are hardware used to distribute network traffic and bandwidth. Most internet services provide you with a router/modem combination. If you **do have** a router/modem combination, you cannot also have a separate router. If your modem does not have a router built in, you will need a separate router. If you do need a router, we recommend Cisco Linksys, as they are designed to work well with VoIP. Note: Some modems/routers do not work well (or do not work at all) with VoIP. (You may need to ask your internet provider if your modem is VoIP compatible.)

Anti-Virus software that we recommend is included free: “Windows Security Essentials” with Windows 7 and “Windows Defender” with Windows 8.

Some other anti-virus software (such as Norton, AVG, Kaspersky, Sophos, Avast, Trend Micro, Web Root, and McAfee) may block or degrade your VoIP service, but they can often be unblocked by making an exception for our VoIP software. Contact us if you need clarification or assistance. You may need to engage an outside PC or network technician.

Dedicated or Shared Internet Service: Other simultaneous activities (traffic) by you or other people (such as web browsing, audio and video file streaming, uploading and downloading files, watching YouTube, etc.) that are using the

same internet service can greatly reduce the available bandwidth for your dialer, thus possibly reducing the quality of your VoIP calls. In addition, if your internet service provider shares the same service with other people or companies in your neighborhood or building, your service can be diminished at any time if any of those other people are using a lot of bandwidth. When there is not enough bandwidth available, you will notice an increase in the time it takes to view web pages, download files, etc. But when VoIP voice “packets” slow down, the quality of the calls get “choppy” or “echo”, or simply drop. If your bandwidth is inadequate for high quality sound, we recommend getting higher bandwidth and/or using a Quality of Service (QOS) router. If you have numerous VoIP phones as well as numerous employees using their computers on the internet, we recommend getting a separate (dedicated) internet connection for your VoIP and another for your other internet uses.

CALLING: LM Voice may be used with ZoomCalls to either make or receive calls in the USA and Canada. Customers may be located virtually anywhere in the world when using ZoomCalls.

CALLER ID: Customers may display a 10 digit local or toll free USA or Canadian telephone number on the Caller ID of parties they are calling. (By law, a legitimate working telephone number must be displayed.)

PHONE NUMBER CHOICES & CALLER ID: Customers may choose to get a USA or Canadian local area code number or toll free telephone number. Those numbers may be displayed on outbound calls on the Caller ID of parties they are calling.

EXISTING PHONE NUMBERS: If Customer prefers to use one or more of his/her existing telephone numbers, EVS can order those phone numbers to be ported over from that customer’s former phone company. Porting phone numbers may take up to 30 days.

911 EMERGENCY CALLS: ZoomCalls cannot be relied upon for calling **911** or other life-line services in an emergency. Operators will not automatically know your physical location to render assistance. ZoomCalls and EVS will in no way accept responsibility for failure of the service to contact help in cases of emergency.

OPERATOR ASSISTANCE: ZoomCalls may NOT be used for operator (or directory) assistance.

SERVICE: EVS strives to keep ZoomCalls service to customers operational 100% of the time. ZoomCalls has multiple safeguards including numerous redundant servers; however, various factors can cause outages, interruptions, and degradation of VoIP service from time to time. Those factors (many are beyond ZoomCalls’ control) can include, but are not limited to, acts of nature, equipment failure, power outages, human error, and internet failure or disruption. (Note: Land lines and cellular lines are also subject to acts of nature, human error, equipment failures, and power failures.) ZoomCalls does not warrant that its service will always function without failure, delay, interruption, error, or degradation of voice quality or loss of content, data, or information. Customer agrees that it accepts the service “as is”. Regardless of the causes or damages or lost income or additional expenses incurred by any loss, interruption, or degradation of service, **Customer is NOT entitled to any refund or credit in the event of loss, interruption, or degradation of service. Customers’ sole remedy is cancellation of future service.** In the event a court awards direct damages, despite the foregoing, such damages shall in no case exceed the amount of the last payment for any affected Customers’ ZoomCalls accounts.

WARRANTY: EVS makes no warranty, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service for a particular purpose or any warranty that the service will meet Customers’ requirements.

PAYMENT: Payment for each LM Voice license and the first month of ZoomCalls is expected prior to receiving each LM Voice license. Customers may initially pay and renew their ZoomCalls with a Credit Card, PayPal, or Electronic Check by contacting a salesperson at EVS. Customers acknowledge that they will be automatically charged in advance of using ZoomCalls on the first day of Customers’ monthly cycle. Customers may pay in advance monthly or annually.

CHANGES: EVS’ prices and policies may change from time to time.

CANCELLATION & SUSPENSION: To cancel automatic monthly ZoomCalls billing, Customers must notify EVS at least 3 days prior to their next billing cycle. To cancel, call 800-713-8353 or 972-713-6622 or email sales@evs7.com. Ask for a confirmation E-mail for your records to provide proof of your request. **Note:** During any paid monthly or annual billing cycle, ZoomCalls may NOT be paused, suspended, pro-rated, or refunded for vacations, illnesses, leave of absences, or for any other reasons. ZoomCalls can, however, be suspended at the end of any billing cycle and then restarted on a later date of Customer’s choosing.

RETURN POLICY: Customer will have the opportunity to try LM Voice for free before purchasing. Within 14 days after purchasing an LM Voice software license, Buyer will have up to 14 days to receive a full license refund, less 15% restocking fee. There will be no refunds however for the ZoomCalls VoIP Phone Service. There will be no refunds if there are any changes in laws affecting the use of these products.

LEGAL DEFINITIONS & RESTRICTIONS: Automated Telephone Dialing Systems (“ATDS”) are defined by the US Federal Communications Commission as “equipment which has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator; and to dial such numbers” and “the capacity to dial numbers without human intervention”. Using an ATDS is subject to a variety of laws and regulations, including without limitation, the Federal Trade Commission’s (FTC) Telemarketing Sales Rule (TSR) and the Federal Communications Commission’s (FCC) Telephone Consumer Protection Act (TCPA). Additionally, some states have local rules which may define ATDS differently and may be more restrictive than the national rules. Predictive Dialers and Auto Dialers (Robo Dialers) are considered to be ATDS because, among other reasons, they dial lists of telephone numbers without human intervention. In most US jurisdictions there is currently unsettled law as to whether power dialers or click dialers could be defined as ATDS. (Some courts and regulators have however determined that these dialers, even though they require human intervention before making each call, are ATDS and are subject to the same rules as other ATDS.) Additional legal information is provided at: <http://www.HelpMeDial.com/legal>.

Additional behavioral restrictions and disclosures apply to manual and ATDS calls. For example, you must: (1) transmit (“push out”) accurate Caller-ID information; (2) only call during allowable calling times and not on official holidays; (3) make all mandatory disclosures such as your true business name, purpose of the call, and telephone number; (4) honor all opt-out (internal DNC requests); and (5) obtain prior express written consent before using an ATDS to call Consumer or Business CELL phones. In some states you will be required to obtain the called parties’ permission before recording a conversation. Some states also require telemarketers and sellers to obtain a local license and/or surety bond. Unless exempt, User and/or Purchaser will be required to register and scrub against the Federal and State Do Not Call lists. If needed, there are companies that will scrub Do Not Call numbers and Cell Phone numbers from your lists: Contact Center Compliance – Tel: 866-362-5478 – Web Site: <http://www.dnc.com> and TCPAScore – Tel: 954-580-3266 – Web Site: <http://www.tcpascore.com>.

LeadMaster Voice calls one telephone number at a time and there is no delay before hearing the call answered. If a person answers a call, the caller hears them say “Hello” and may speak to that person. If an answering machine or voice mail is reached, the caller has four choices with these products: (a) Click to hang up and make another call. (b) After the greeting and beep, speak a live voice message. (c) After the greeting and beep, click one of the “1-2-3” buttons to leave one of the caller’s three pre-recorded messages while staying on the line. If a person picks up the phone while the message is playing, the caller can stop the message and speak to him or her. (d) After the greeting and beep, say “Hello” and speak the person’s name, then click the “PAM” (play answering machine message) button to instantly move on to another call while the caller’s pre-recorded message plays. If someone picks up the phone, the caller will not be there to speak to him or her. Depending on who is called, where the call recipient is located, the purpose of the call, and whether or not you have obtained the proper prior consent, leaving a pre-recorded message may NOT be legal in all cases.

By making any purchase from EVS, or making any use of its products, you warrant that you will at all times fully comply with all applicable laws and regulations. EVS cannot provide legal advice and assumes no responsibility to advise you on these laws or to supervise or ensure your compliance. EVS is merely providing you with a tool and you are expected to use that tool within the bounds of the law. You should consult with your own legal counsel to ensure that your uses comply with laws and regulations. User and/or Purchaser agree to indemnify, defend, and hold harmless EVS, along with its owners, members, directors, officers, agents, employees, contractors, consultants, and vendors from and against any and all claims, suits, fines, costs, expenses, judgments, and fees, including reasonable attorney’s fees, court costs, and expenses, arising out of a claim alleging any violation by User and/or Purchaser of the law, or alleging facts that would constitute a breach of User’s and/or Purchaser’s warranties or obligations contained in this agreement. User and/or Purchaser will promptly indemnify, defend or settle any such third-party claim, demand, lawsuit, investigation, or proceeding brought against EVS. The Buyer/User is 100% responsible and liable for using these products legally and will hold EVS harmless from any inability to make money with these products and from any fines, penalties, litigation, expenses, loss of revenue, fraudulent use, or claims for any reason. Any legal dispute between User and/or Purchaser and EVS must be brought and heard only in the state or federal courts located in Dallas, Texas, and the prevailing party will be entitled to its reasonable attorney’s fees, court costs, and witness fees. Texas law shall apply to the interpretation and enforcement of this agreement. This agreement shall become effective when signed by User and/or Purchaser and will remain in effect until terminated by written notice. The provisions of this agreement related to legal compliance, indemnity, and choice of forum for disputes shall survive the termination of this agreement. In addition, you understand that EVS has the right to terminate technical support and the use of its products (with no refund) if EVS determines that there is unlawful or immoral use by the User and/or Purchaser. You understand there can be no refund in the event that any changes in laws negatively affect the use of these products.

EVS strives to provide the highest quality software and hardware; however, there are a number of factors that can cause system malfunctions including, but not limited to, operator error, software corruption, software bugs, internet problems, electrical surges, and computer failures. EVS has provided you with tools to assist in cleaning your dialing lists of “Do Not Call” telephone numbers; however, the EVS cannot guarantee 100% integrity or reliability of these

tools. EVS cannot be responsible if you add other software or hardware that corrupt the system or for any other malfunctions. You are responsible for making frequent backups of your system(s) to protect against any loss of valuable data. EVS will not be liable or responsible for lost revenue or lost profits, penalties, fines, legal judgments, or other expenses due to loss of data, hardware or software or internet problems, or for any other reason.

EVS strives to keep its ZoomCalls service to customers operational 100% of the time. ZoomCalls has multiple safeguards including numerous redundant servers; however, various factors can cause outages, interruptions, and degradation of VoIP service from time to time. Those factors (many are beyond ZoomCalls' control) can include, but are not limited to, acts of nature, equipment failure, power outages, human error, and internet failure or disruption. (Note: Land lines and cellular lines are also subject to acts of nature, human error, equipment failures, cyber crime, and power failures.) ZoomCalls does not warrant that its service will always function without failure, delay, interruption, error, or degradation of voice quality or loss of content, data, or information. Customer agrees that it accepts the service "as is". Regardless of the causes or damages or lost income or additional expenses incurred by any loss, interruption, or degradation of service, Customer is NOT entitled to any refund or credit in the event of loss, interruption, or degradation of service. Customers' sole remedy is cancellation of future service. In the event a court awards direct damages, despite the foregoing, such damages shall in no case exceed the amount of the last payment for any affected Customers' ZoomCalls accounts.

Buyer/User is 100% Responsible & Liable for Using ZoomCalls Legally

Miscellaneous Notes (not inclusive of all legal requirements) regarding the use of this service:

- 1) Calling cell phones may require written permission if telemarketing.
- 2) Legitimate Caller ID must be displayed when making outbound calls.
- 3) Do Not Call Scrubbing may be required if telemarketing.
- 4) Recording calls may require one or all parties' permission as state laws vary.

Laws affecting the use of these products depend on many factors including, but not limited to, who is being called, the type of phone line being called, and the purpose of the call. There are federal as well as state laws and these laws change from time to time. EVS does not have in-house attorneys and is not a law firm; therefore, information or advice from EVS or its representatives may not be relied upon as there are many variables that may determine whether the use of this service and all of the features are lawful in each specific user's case. EVS recommends that buyers/users who will be telemarketing consult an attorney before buying and/or using this service.

By purchasing and/or using LeadMaster Voice, you agree to stay informed of the legal requirements and restrictions, especially if telemarketing, and will abide by all of the current and future laws regarding calling. You understand that EVS has the right to terminate technical support and the use of this service (with no refund) if EVS determines the Buyer/User is using it unlawfully, irresponsibly, or immorally. You understand there can be no refund in the event that any changes in laws negatively affect the use of this service. **The Buyer/User is 100% responsible and liable for using this product legally and will hold EVS harmless from any inability to make money with these products and from any fines, penalties, litigation, expenses, loss of revenue, fraudulent use, or claims for any reason. Any disputes will be held in Federal or State courts located in Dallas, Texas, USA.**

REFUSAL & TERMINATION: EVS reserves the right to refuse service to anyone using LeadMaster Voice for unlawful, fraudulent, or immoral purposes or for any other use that EVS deems unsuitable. EVS has the right to terminate anyone's service, without refund, if violating anything in this Buyer/User Agreement.

I have read and accept this Buyer/User Agreement: (please Fax to: 972-713-8364 or Email to: sales@evs7.com)

Print Name: _____ Signature: _____

Company/Organization: _____ Date: _____