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Estech Systems, Inc.

PRIVACY POLICY

Estech Systems, Inc. ("ESI" or "we") is committed to protecting the privacy of the Personal Information we receive from you. This Privacy Policy explains what information Estech Systems, Inc. ("ESI" or "we") collects from individuals ("you") who visit the www.esi-estech.com website or an affiliated website (the "Site") or who use software licensed by ESI or an affiliate of ESI (the "Software"). This Privacy Policy also explains how ESI uses and maintains that information. By using our Site, or any content or links included in the Site, you accept and agree to be bound by the terms and conditions in this Privacy Policy, including ESI's rights to use your personal information in the manner described below, as well as the ESI Website Terms of Use or, if applicable, the Terms of Use for the Abillity® website which are contained in your Abillity® Services Agreement. If you do not consent to the Privacy Policy and the ESI Website Terms of Use or Terms of Use for the Abillity® website, as applicable, do not use the Site.

ESI reserves the right to change the Privacy Policy and ESI Website Terms of Use or the Terms of Use for the Abillity® website from time to time without prior notice. The current version of the ESI Privacy Policy and ESI Website Terms of Use can be found at <http://www.esi-estech.com/legal>. The current Terms of Use for the Abillity® website are found in the Abillity® Services Agreement. Your continued use of the Site signifies your acceptance of the revised Privacy Policy and/or Website Terms of Use. You can tell if there have been changes to this Policy by checking the "Last Updated" date at the top of the Policy page.

Additional terms, if applicable, regarding the specific privacy rules associated with certain Software applications or services, or regarding any Site activity, might be set forth in the end user license agreement or services agreement associated with that Software.

1. Types of Information Collected

In many cases, you can access our Site without telling us who you are or without revealing information that would allow us to identify you or to contact you. Although our Web server can identify your domain name, the individual's identity is unknown unless you give it to us. We might also be able to identify your Internet service provider, operating system, type of browser, geographic location and pages viewed on the Site, none of which would allow us to identify you personally ("Non-Personal Information").

At other times when you access our Web site, we obtain information that will allow us to identify or contact you such as your name, organization, mailing address, e-mail address, or telephone number ("Personal Information"). We also collect application status information and geo-location status that can be correlated to your user account information for the purpose of providing support and improving our products and services.

We also obtain Personal Information from users of certain ESI software and ESI hosted services ("Cloud Services"), some of which is often referred to as Customer Proprietary Network Information ("CPNI"). Examples of CPNI are calling party numbers, forwarding numbers, time and date of calls, duration of calls, call frequency, types of calls, types of services the customer subscribes to and any other information that appears on the customer's bill for services. ESI's Cloud Services customers have a right and ESI has a duty, under federal law, to protect the confidentiality of CPNI.

Some of the reasons we might obtain your Personal Information include:

- Your request to be referred to an authorized Reseller or Independent Sales Agent of ESI or to obtain materials about our company or our products
- Your inquiry about becoming an authorized Reseller or Independent Sales Agent of ESI

- Registration on our Site
- Activation of a license for the Software and downloading that Software
- When you communicate with us through the Site or through other social media or through the Software or participate in or contribute to Site activities such as blogs
- When you apply for credit as a Reseller or provide payment information for your Software license or other services or products
- When you apply to be an Independent Sales Agent of ESI Cloud Services.

We might also obtain your personal information from telephone calls, attendance at trade shows, referrals from third parties, conferences, trade associations or industry groups, or other business partners or affiliates.

2. Collection of Personal Information

ESI collects Personal Information in the following ways:

- If you are a current or prior authorized Reseller, we will have obtained your Personal Information through your Reseller Application, Credit Application, or our other business dealings with you.
- If you have applied to become an authorized Reseller of ESI, you will have submitted not only your contact information but also various financial and reference information, so that we are able to consider your application.
- If you have applied to be an Independent Sales Agent of ESI Cloud Services, we will have obtained your contact information and additional details about your business, including your tax identification or social security number
- If you purchase your license for the Software through the Site, you will be asked to provide certain Personal Information to allow us to process the transaction. If you are a customer of ESI or one of its affiliates other than an Ability® Services subscriber and have made arrangements to pay for charges using a credit card, ESI or its affiliate stores your Personal Information to the extent necessary to process any authorized transactions. If you are an Ability® customer and subscribe to Ability® Services through the Ability® website, ESI does not receive or store any credit card information as it uses a third party credit card processor for Ability® transactions.
- When you activate the Software, you will be asked to provide certain Personal Information so that we can activate your account, validate your license and qualify you to receive user support.
- When you notify us of a problem with the operation of the Site or the Software, or when you submit a suggestion, complaint, question, request, or any other e-mail correspondence, ESI asks for your e-mail address so that you can receive a response. This information will only be used to notify you of receipt of your submission and to address your comments or concerns.

We do not intend to collect Personal Information from anyone we know to be under 18 years of age. If you are under 18, you should not be submitting any Personal Information. By providing us with your Personal Information, you are representing that you are 18 or over and you are authorizing our use and disclosure of your Personal Information as described in this Privacy Policy and any subsequent revisions to this Policy that we might publish on the Site.

3. Use of Personal Information.

If you have provided your Personal Information for a specific purpose, such as identifying an authorized Reseller or Independent Sales Agent in your area, then we will provide it to an independent authorized Reseller or Independent Sales Agent of ESI. ESI and its affiliates might also use your Personal Information to notify you of upgrades to the Software, to obtain feedback from your experiences with our products or Cloud Services, as well as to let you know about new services, products and other offers you might find valuable or other ESI news or events. You can opt out of these e-mails by following the "unsubscribe" instructions in any e-mail or, if you are an authorized Reseller or Independent Sales Agent of ESI by contacting webmaster@esi-estech.com.

If you are an authorized Reseller or Independent Sales Agent of ESI, we use your Personal Information for some or all of the following purposes: to fulfill orders, process payments, or perform credit checks; to provide you with

technical or other assistance regarding our products and services; to contact you with information related to new products or new features for existing products; to ensure that our products have the appropriate licenses in place; in certain instances to inform you about the availability of beta products and opportunities to participate in field trials or as a member of a Resellers' council; to inform you about product updates, technical issues, or special or promotional offers or programs; to obtain local support for or installation of our products or Services; or to contact you with information regarding a business prospect.

If you participate in any Site activities, your Personal Information might be shared, disclosed or used in other ways. The rules provided by ESI or its affiliate for the activities in which you choose to participate will inform you about these other uses of your Personal Information.

ESI and its affiliates might provide your Personal Information to third parties who process financial transactions you initiate through the Site or the Software or who work with ESI to provide you with Software support. ESI and its affiliates will take all steps reasonably necessary to ensure that those third parties are legally bound to protect your Personal Information against unauthorized disclosure.

If ESI or all or a portion of its business, including but not limited to one or more affiliates, is acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, or similar event, your Personal Information might be transferred to the third party as a result of that event without your consent.

We do not sell or otherwise provide your Personal Information to "spammers," advertisers, marketing organizations, or other third parties, except for those acting for ESI's benefit, such as our independent authorized Resellers or Independent Sales Agents subject to a few limited exceptions. And of course, ESI and its affiliates reserve the right to disclose Personal Information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial or regulatory proceeding, court order, legal process, government request, or in similar circumstances. It might also be disclosed in order to protect and defend the rights or property of ESI, its affiliates or its independent authorized Resellers or Independent Sales Agents or other third-party business partners, or to protect the personal safety of others.

With respect to CPNI, we may use, disclose or permit access to CPNI for any of the following reasons without your consent:

- To ensure the proper operation of our network and maintain the quality of the services.
- To do inside wiring, installation, maintenance and repair.
- To provision customer premises equipment.
- To provide related services such as call answering, voice mail or messaging, voice storage and retrieval, fax storage and forwarding, and protocol conversion.
- To protect the rights or property of ESI, other users of the services and other carriers.
- To initiate, render and bill for the services.
- For ESI to market alternate services which are among the categories of service to which the customer already subscribes from ESI such as a different rate plan.
- For ESI to market adjunct services such as speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller ID, call forwarding and Centrex features.
- When reasonably necessary to complete and file any reports required by any government body. As a general rule, such use will not disclose personally identifiable CPNI but will reflect aggregate data or statistics.
- To a public safety answering point, emergency medical services provider or emergency dispatch provider, public safety, fire service or law enforcement official or hospital emergency or trauma care facility, in order to respond to a call for emergency services.
- To a legal guardian or immediate family member of the location of the customer personnel in an emergency situation that involves the risk of death or serious physical harm.

Also, ESI may always disclose CPNI upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law pursuant to a subpoena or other legal process without written authorization from the customer.

4. Collection of Non-Personal Information

As is the case with many websites, we can gather certain information automatically and store it in log files on our servers in addition to the personally identifiable log files discussed above. This anonymous technical and statistical information might be collected whenever you visit our Site and when you activate the Software through cookies, beacons, tokens, or similar technologies. We use this information to customize your experience on the Site and to help us improve the quality of the Site and the Software. This information might include your IP (Internet protocol) address, Internet service provider, operating system, type of browser, geographic location, and pages viewed on the Site. Your computer's browser should enable you to block "cookies" if you want to disable this capability. If you choose to disable "cookies," this might interfere with your ability to access certain part of our Site, even if you are authorized to do so.

5. Security

ESI has technical, administrative and physical security measures in place to minimize the likelihood that your Personal Information will be disclosed, misused, or altered. We keep information on network servers that have firewalls to prevent unauthorized access to our systems and databases. These are servers we maintain or servers maintained by third parties who are legally bound to protect the Personal Information from unauthorized use, access or disclosure. Access to the Personal Information secured in our network requires a password and is limited to those with a need-to-know. As we do not transmit any Personal Information outside the United States, its territories, possessions, and commonwealths, and Canada, our intent is to comply with the privacy laws of the United States and not those of countries or territories in the European Union, which has stricter requirements.

If you are an Ability® Services subscriber, all Information entered through the Ability® website is encrypted when stored and when transmitted from the Site. From time to time, we review our security procedures in order to consider appropriate new technology and methods. Please be aware though, that, despite our reasonable efforts, no security measures are impenetrable and any connection to ESI or information transmitted to us or to an affiliate of ESI will be at your own risk.

6. Monitoring and Indemnification

ESI and its affiliates do not undertake or assume any obligation to monitor Site activities or your submissions of Personal Information. But, in addition to the rights reserved above with respect to our use of Personal Information and Non-Personal Information (collectively, "Information"), we reserve the right to (a) use Information to protect our company and its affiliates, authorized Resellers, employees, business partners, Site, or other Site users or visitors, and (b) share Information with governmental authorities, including judicial, regulatory and enforcement authorities.

You agree to indemnify and hold harmless ESI, its affiliates, authorized Resellers, and each of their officers, directors, employers, licensors and business partners, and any other party providing services in connection with the Site or the Software or services, from any and all damages, claims or liabilities arising out of content or Information you provide to or through the Site.

7. Links from the Site and Software

ESI might provide links to the websites, services and software of certain third parties from time to time. If you link to any of these third party Websites, services or software, this Policy will not apply to your use of those sites, services and software. We encourage you to read the legal notices posted on these sites, including their privacy policies. ESI and its affiliates shall have no responsibility or liability for your experience with, and the data collection and use practices of such third party sites and software. All inquiries concerning the use of Information by a third party should be communicated to that third party. In addition, ESI makes no representation as to the quality, performance or content of any such third party sites, services or software. You understand and acknowledge that any access or use that you make of the same is at your own risk and neither ESI or any affiliate of ESI has any responsibility or liability

for damages or other costs, expenses or claims, of any kind and based on any theory of law or equity, including negligence, arising out of such access or use.

8. Limitation on Liability

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT AND UNDER NO LEGAL OR EQUITABLE THEORY, INCLUDING NEGLIGENCE, SHALL ESI, ANY AFFILIATE THEREOF, ANY AUTHORIZED RESELLER OR INDEPENDENT SALES AGENT OF ESI, OR ANY OF THEIR OFFICERS, EMPLOYEES, DIRECTORS, LICENSORS, OR ANY OTHER PARTY INVOLVED IN SUPPORTING THE SITE OR THE SOFTWARE OR SERVICES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA, SOFTWARE OR EQUIPMENT, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON THE SITE INCLUDING, BUT NOT LIMITED TO, YOUR PROVIDING PERSONAL INFORMATION TO ESI, AN AFFILIATE OF ESI OR AN AUTHORIZED RESELLER OF ESI AND/OR THE SOFTWARE OR SERVICES, EVEN IF SUCH DAMAGES WERE FORESEEABLE BY ESI OR ITS AFFILIATE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT ALLOWED BE LAW, ALL CONTENT, SOFTWARE, AND ACTIVITIES PROVIDED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ESI EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE, OR TRADE.

9. General

Except for Abillity® Services subscribers, this Privacy Policy and the ESI Website Terms of Use posted on the Site constitute the entire agreement between you and ESI with respect to our use of your Information and your use and access to the Site and can only be modified by ESI as first referenced above. If you are an Abillity® Services Subscriber, your use of the Abillity® website is governed by the terms and conditions contained in the Abillity® Services Agreement.

If any portion of this Agreement is deemed void or unenforceable, then that provision shall be reformed to most closely follow the intent of the provision if allowed in the jurisdiction or, if not allowed, it shall be deemed severed from the Agreement and the remaining terms shall remain in full force and effect.

This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. By accessing or using the Site, Site content or the Materials, you are agreeing to submit all disputes or claims you may have with respect to the Site, Site content or Materials to federal or state courts located in Collin County, Texas, and you hereby agree to the personal jurisdiction of such courts and waive all objections to jurisdiction and venue therein.

10. Our Commitment

We will take the actions we consider reasonable and necessary to protect the use of your Personal Information in accordance with this Privacy Policy. If there are inaccuracies in your Personal Information as submitted to us, you should contact us at webmaster@esi-estech.com and we will correct it as soon as we can. We will only disclose your Personal Information to our independent authorized Resellers, Independent Sales Agents and other business partners who are acting on our behalf, and will communicate to them the obligation to take reasonable steps to prevent further disclosure. Lastly, we will try to ensure that our Privacy Policy complies with all applicable laws.

If you have questions concerning our handling of your Personal Information or this Privacy Policy, please contact us at webmaster@esi-estech.com.