

## END USER AGREEMENT

This End User Agreement ('Agreement') is entered into by and between New Global Telecom, Inc. ('NGT') and the end user purchaser ('End User') of NGT's voice over Internet protocol ('VoIP') telephony services ('Services'). All Services provided by NGT to End User shall be governed by the terms and conditions of this Agreement. End User's signature on an Online Services Order or its use of any Service shall constitute End User's agreement and consent to be bound by the terms and conditions of this Agreement. This Agreement shall be effective upon the earlier of (a) End User's activation of the Services or (b) the date on the Online Services Order ('Effective Date'). In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NGT and End User (the 'parties') hereby agree as follows.

- 1. ORDER; PRICING.** The list of Services that End User may purchase from NGT (the 'Service List') is set forth at [www.ngtsupportcenter.com/hostedpricing](http://www.ngtsupportcenter.com/hostedpricing) and [www.ngtsupportcenter.com/trunkpricing](http://www.ngtsupportcenter.com/trunkpricing). End User shall order Services online or through an authorized NGT Agent by completing and submitting to NGT an Online Services Order. NGT reserves the right to reject an Online Services Order that is incomplete or completed incorrectly. The price for a Service shall be provided in the Online Services Order. NGT may change pricing for Services effective at the beginning of the next renewal Term any time without notice by modifying the Service List. NGT may increase pricing for any Service during the Initial Term or a renewal term effective upon ten days written notice to End User due to (i) a price increase imposed on NGT by a third-party supplier or underlying service provider, (ii) new or modified orders, rules, laws, statutes, ordinances or regulations enacted by any government agency or body, (iii) increased taxes, fees or regulatory surcharges imposed upon NGT by any federal, state or local governmental authority, or (iv) other circumstances beyond NGT's reasonable control. If the cumulative increase for a Service exceeds 10% during the Initial Term or a renewal term, then End User shall have the right to terminate the Service if it provides written notice of termination to NGT within thirty days after receiving the notice of the price increase. NGT may add services to the Service List at any time without notice. NGT reserves the right to eliminate any Service from the Service List at any time, provided that if End User is purchasing the Service at the time of discontinuation, the discontinuation of the Service shall not be effective until after thirty days notice to End User.
- 2. TERM; COMMENCEMENT OF SERVICES.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for the term of the Service provided in the applicable Online Services Order (the 'Initial Term'). At the expiration of the Initial Term for a Service, as long as this Agreement has not been validly terminated, the provision of the Service and the effectiveness of this Agreement shall continue on a month-to-month basis unless a party provides at least 30 days notice of non-renewal or the parties have entered into a written renewal. The Initial Term, any renewal terms or the month-to-month periods are collectively referred to as 'Term' herein. Service and invoicing commences as identified in the applicable Services Commencement Date form.
- 3. SERVICES; SERVICES TERM.** Subject to the terms and conditions of this Agreement, NGT hereby grants to End User a limited, non-exclusive, revocable license to use the NGT Services ordered by End User. NGT shall at all times remain the owner of the Services and End User shall have no right, title, or interest therein, except as expressly set forth in this Agreement.
- 4. PAYMENT.** End User shall pay for all Services by providing to NGT, directly or through an NGT authorized, Agent, End User's valid credit card information. End User, by executing this Agreement, authorizes NGT or its designated Agent to debit End User's credit card for all charges incurred by End User under this Agreement for the use of the Services. If at any time End User's credit card becomes invalid, then NGT shall have no obligation to provide the Services and may cease providing Services immediately, without prior notice. NGT shall issue an invoice electronically to End User. Monthly recurring charges are invoiced one month in advance and usage-based charges are invoiced one month in arrears. Payment is due immediately upon receipt of the invoice and NGT is hereby authorized to debit End User's credit card upon issuance of the invoice. If for any reason payment is not made within ten days of date of invoice, then in addition to other remedies available to NGT, End User shall pay interest which shall accrue daily beginning on the due date at a rate of 1.5% of the unpaid balance per month (unless a lower rate is required by law) until payment is received in full. End User may dispute charges on the invoice; however, End User shall timely pay all undisputed amounts. End User shall submit any invoice dispute to NGT in writing within thirty days after the invoice date, providing a detailed written explanation for any disputed amounts or requests for adjustment. Any payment disputes or billing adjustments not submitted as provided above are deemed waived by End User. NGT reserves the right, at its sole discretion, during the Term of the Agreement to review End User's monthly usage and payment history and to require, as a condition of continuing to provide Services, a deposit, pre-payment, or other means of securing payment.
- 5. EARLY TERMINATION FEES.** If, prior to the end of the Initial Term or any agreed renewal term, (a) End User terminates the Agreement or a Service for any reason other than a material breach by NGT, or (b) NGT terminates the Agreement due to End User's uncured breach or default, then End User shall pay NGT a termination charge equal to the then current monthly

recurring charge multiplied by the number of months remaining in the Term or renewal term, plus any and all waived installation or other charges, including but not limited to promotional costs, and any other costs which have been incurred by NGT in directly providing End User with Service. The parties agree that the termination charges are reasonable liquidated damages and are not a penalty.

6. **END USER'S OBLIGATIONS.** End User shall (a) provide adequate electrical power, a suitable cable access route, suitable environment, and adequate space at End User's location(s) for NGT's equipment, if any, required to provide the Services; (b) pay for damages caused to NGT's equipment by the acts or omissions of End User or End User's employees, invitees, or contractors; (c) make its premises available to NGT for the maintenance of NGT equipment located on End User's premises; (d) pay NGT's charges for time and material resulting from problems caused by End User or End User's equipment; (e) timely return NGT equipment at End User's expense at the termination or expiration of this Agreement or any applicable Service period, or pay the replacement costs for the equipment if it is not returned (Any NGT equipment shall remain the property of NGT whether or not such equipment is attached to any End User real estate); and (f) use only equipment that complies with NGT's specifications or interface requirements, which NGT may update and modify from time to time as technology and/or NGT's vendors change.
7. **EMERGENCY SERVICES - 911 DIALING.**
  - 7.1 **Limitations.** Services includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. END USER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.
  - 7.2 **Correct Address.** In order for End User's 911/E911 calls to be properly directed to emergency services, NGT must have End User's correct Service Location address. If End User moves Service to a different Service location without NGT's approval, 911/E911 calls may be directed to the wrong emergency authority may transmit the wrong Service location address, and/or Service (including 911/E911) may fail altogether. Therefore, End User must contact NGT at least five (5) days before moving Service to a new Service location. All changes in Service location require NGT's prior approval.
  - 7.3 **Service Interruptions.** End User acknowledges and understands that Service uses the electrical power in End User's Service location. If there is an electrical power outage, 911 calling may be interrupted. Customer is responsible for providing battery back-up or alternative power source (generator) in order for the Services to work during an electrical power outage.
  - 7.4 **Suspension and Termination by NGT.** End User understands and acknowledges that Service, including 911/E911, as well as all online features of Service, where NGT make these features available, will be disabled if End User's account is suspended or terminated.
  - 7.5 **LIMITATION OF LIABILITY AND INDEMNIFICATION.** END USER ACKNOWLEDGES AND AGREES THAT NEITHER NGT NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. END USER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NGT AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.
8. **RESALE OF SERVICE PROHIBITED.** End User agrees that NGT is provisioning Services for End User's use only and that End User is not authorized to resell, timeshare, or otherwise distribute any of the Services.
9. **TAXES AND ADDITIONAL CHARGES.** End User shall pay all applicable federal, state and local use, excise, sales and privilege taxes, duties and similar liabilities, Universal Service Fund charges, 911 charges, other regulatory fees, and interexchange carrier charges, if any, charged to or against NGT or End User relating to End User's use of the Services, exclusive of any taxes on NGT's income. Prices listed on any price list do not include cost recovery fees that may be added to the invoice price. If any governmental audit/examination determines that the Services require assessment of additional taxes or regulatory assessments as a result of End User's use of the Services, then End User shall reimburse NGT for any taxes, penalties, and interest that may be assessed applicable to End User's use of Services.
10. **COMPLIANCE WITH LAW; PROHIBITED USES; REQUIREMENTS ON USE OF SERVICES.**

- a. Laws and Regulation. If any court or regulatory agency order, ruling or regulation would materially and adversely impact NGT's ability to perform its obligations under this Agreement, NGT shall have the right to terminate this Agreement and /or any applicable Service without liability.
- b. Fraud and Network Security. NGT is not liable for any damages, including without limitation usage and toll charges, End User may incur as a result of the unauthorized use of the Services or End User's telephone and/or network facilities. In no event will NGT be liable for protection of End User's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of End User's data files, programs, procedure, and information or other network elements or content through fraudulent means or devices. End User shall remain responsible for any long distance charges or other charges irrespective of any actual or alleged unauthorized or fraudulent use. NGT shall have the right, but not the obligation, to immediately deactivate Services in the event NGT reasonably believes service is being used in conjunction with suspected theft or fraud. Further, NGT Reserve's the right to immediately suspend, disconnect, modify, or invoice for Services or usage if NGT determines, in its sole and absolute discretion, that End User's use of the Service is, or at any time was inconsistent with normal business usage patterns, or that End User has, at any time, allowed for any actual or suspected prohibited or illegal use of Services or use of Services in a manner that leads to or that reasonably could lead to civil or criminal liability to the End User or NGT.
- c. Content. NGT provides communications transport and application services only. NGT does not operate, monitor, edit, provide or control the content transported. NGT shall have no liability or responsibility for the content of any communication transmitted via the Services. End User agrees that it will not (i) use Service(s) for any purpose other than that for which it is intended or in violation of any law or regulation or in aid of any unlawful act, and (ii) use Service(s) so as to interfere with the operations of NGT Services.
- d. Prohibited Use. NGT prohibits use of the Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for Services with unlimited local and long distance calling plans. NGT reserves the right to immediately suspend, disconnect or modify Services if, in its sole discretion, NGT determines or reasonably suspects that End User is using or has used the Services for any of the aforementioned or similar activities. High-volume is defined as (i) usage that is part of a local bundled minute plan that exceeds 600 minutes/per user/per month, (ii) usage that is part of a local and long-distance bundled minute plan that exceeds 800 minutes/per user/per month, or (iii) metered usage in excess of 1,000 minutes/per user/per month.
- e. Non-Voice Systems. End User acknowledges that the Services will not function with outdialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems, except that the DID Services provided by NGT support *Telecommunications Relay Services* for the deaf and hearing impaired. End User waives and agrees to hold NGT harmless from any claims for any interruption, malfunction, or disruption of any of the preceding equipment or systems by the Services.
- f. Service Availability. NGT will provide the Services to End User in a manner consistent with industry standards and as further set forth in this Agreement; provided, however, that service outages may occur for various reasons, including, without limitation, the following: (i) power failure or disruption at End User's location; (ii) Internet connection outage, suspension, or disconnection, r (iii) ISP or broadband provider's blocking of ports or otherwise impeding the usage of the Internet .and/or (iv) failure of underlying carriers or service providers.
- g. Restrictions on Services. End User is responsible for all charges attributable to End User with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. NGT may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to End User. NGT reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of End User's Service. NGT declines to provide calling to certain international destinations, specifically identified at [www.ngtsupportcenter.com](http://www.ngtsupportcenter.com).

**11. WARRANTY DISCLAIMER.** NGT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NGT MAKES NO WARRANTIES THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IF ANY HARDWARE OR EQUIPMENT IS PURCHASED BY END USER UNDER THIS AGREEMENT, NGT MAKES NO WARRANTIES AS TO THE HARDWARE OR EQUIPMENT, BUT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PASS ANY

MANUFACTURER'S WARRANTY ON TO END USER. ANY WARRANTIES ARE SOLELY TO AND FOR THE BENEFIT OF THE END USER AND NOT FOR ANY OTHER USER, ENTITY, OR THIRD PARTY. NEITHER PARTY SHALL MAKE ANY REPRESENTATIONS OR WARRANTIES ON THE OTHER PARTY'S BEHALF.

## 12. LIMITATION OF LIABILITY AND INDEMNITY.

- a. **CONSEQUENTIAL DAMAGES WAIVER.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NGT SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY END USER OR THIRD PARTIES; SERVICE DEFECTS, DELAYS OR INTERRUPTIONS, OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF END USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.
- b. **Limit of Liability.** In no event shall NGT's aggregate liability arising under or related to this Agreement or to the Services for all claims, losses, cause of actions, liabilities, damages, penalties, fines, costs, and expenses of any type under any theory of liability (including without limitation, tort, contract, and indemnification) (collectively, 'Damages') exceed the amount paid by End User for the Services during the 12-month period preceding the date the first claim accrued. In case of any failure or interruption of Services furnished hereunder, NGT shall use commercially-reasonable efforts under the circumstances to restore service or, if NGT elects, an equivalent service may be substituted. NGT's liability to End User or any third party claiming by or through End User for any Damages for a failure or interruption of a Service shall not exceed the charges paid by End User for the Service for the period of time during which there was a failure or interruption of the Service. The parties agree that the limitations of liability in this Agreement represent a reasonable allocation of risk and shall be valid notwithstanding the failure of the essential purpose of any remedy.
- c. **Indemnification.** Each party (the 'Indemnifying Party') shall indemnify, defend, and hold harmless the other, its officers, directors, employees and agents (the 'Indemnified Party'), against and from any claim, demand, action, charge, dispute, liability, loss, dispute, damages, cost and expense (including reasonable attorneys' fees and costs of litigation) ('Action') which any third party may assert, claim, or threaten to assert against the Indemnified Party or its officers, directors, employees or agents arising out of, or resulting directly from, the violation of law applicable to Services, grossly negligent acts or omissions, or the willful misconduct of it or its employees, directors, officers, representatives, and agents in the course of its performance of its obligations under this Agreement. The indemnification provided herein shall survive the termination of this Agreement and the termination of any Service provided pursuant to this Agreement. Notwithstanding any other provision of this Agreement, the officers, directors, employees and agents of each party shall have no liability to the other, or any affiliate of under this Agreement.
- d. **Indemnification Requirements.** The Indemnifying Party's obligations hereunder are conditioned upon: (1) prompt notice to the Indemnifying Party upon receipt of written notice of an Action for which the Indemnified Party seeks indemnity; (2) tendering control of the defense of such Action and any related settlement discussions to the Indemnifying Party (the Indemnified Party may participate in such defense, at its own expense, with counsel of its own choosing that Indemnifying Party reasonably approves); (3) the reasonable cooperation of the Indemnified Party, at the Indemnifying Party's request and expense; and (4) obtaining the Indemnified Party's prior written consent (which shall not be unreasonably withheld, delayed, or cause any delay or harm in the settlement discussion), for any settlement of an Action that does not include an unconditional release of the Indemnified Party from the indemnified liability.

## 13. DEFAULT.

In addition to other remedies provided in this Agreement or at law, upon default by End User, NGT may suspend Service to End User until End User remedies the default, and/or NGT may terminate this Agreement and/or any Service being provided hereunder. Additionally, NGT may refuse to sell additional Services to End User until the default is cured. End User is in default of this Agreement if it

- a. is past due in paying NGT for any invoice pursuant to its terms and has failed to cure such non-payment within ten days, excluding those amounts which End User has notified NGT are in dispute.

- b. breaches any material term of this Agreement, excluding payment terms, and fails to cure such breach within thirty days of notice of the same; or
- c. becomes insolvent and/or is unable to meet its debt obligations or files or initiates proceeding or has proceedings filed or initialed against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law.

End User may terminate this Agreement and the Services provided hereunder, if NGT materially breaches this Agreement, and fails to cure such breach within thirty days notice of the same, or NGT becomes insolvent and/or is unable to meet its debt obligations or files or initiates proceeding or has proceedings filed or initialed against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law.

14. **NOTICE.** Except as otherwise provided in this Agreement, all formal notices required under this Agreement shall be in writing and will be deemed properly given and received (i) on the next business day after deposit for pre-paid overnight delivery by an overnight courier service, (ii) three business days after mailing, by pre-paid registered or certified mail, return receipt requested, or (iii) on the date of delivery of an email if notice may be delivered by email. Notices to End User shall be valid if (a) sent by email to the email address of record for End User, or (b) overnighted or mailed to the address provided in the Online Services Order unless End User has validly notified NGT of a change of its service address. All notices to NGT must be delivered as provided in (i) or (ii) above addressed to NGT's corporate headquarters to the attention of the law department.
15. **FORCE MAJEURE.** Each party's failure to perform its obligations hereunder, except any obligation to pay money due or for Services rendered, shall be excused to the extent and for the period such performance is prevented by any act or condition beyond the reasonable control of such party including without limitation, fire, flood, earthquake, acts of nature, service failure of underlying carriers or service providers, explosion, war, acts of terrorism, labor dispute, or any governmental law, order, regulation or ordinance ('Force Majeure Event'), provided, however, that if a party suffering a Force Majeure Event is unable to cure that event within thirty days, the other party may terminate this Agreement.
16. **CHOICE OF LAW AND JURISDICTION.** This Agreement shall be interpreted, enforced, and governed by the laws of the State of Colorado, without regard to its conflict of laws principles. The parties consent and submit to the personal jurisdiction of the state and federal courts in Colorado for any actions arising from this Agreement.
17. **THIRD PARTIES.** The representations, warranties, covenants and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable against, any person not a party hereto.
18. **DISPUTE RESOLUTION.** Any claim, controversy or dispute that may arise involving the making, performance, or interpretation of this Agreement, whenever brought, shall be resolved by arbitration as provided in this Section. The Federal Arbitration Act, 9 U.S.C. " 1-16 ("FAA") shall govern the arbitration of all claims that are arbitratable and enforceable under the FAA, as it may be amended from time to time. In the event the FAA does not govern, the applicable Colorado state arbitration law shall apply. The arbitration shall be take place in the Denver, Colorado metropolitan area before a mutually agreed upon arbitrator. Other than as set forth herein, the arbitrator shall have no authority to add to, detract from, change, amend, or modify existing law. All arbitration proceedings, including without limitation, settlements, under this Agreement will be confidential. The prevailing party in any arbitration shall be entitled to receive payment for its reasonable attorneys' fees. The arbitrator's decision and award shall be final and binding, as to all claims that were, or could have been, raised in the arbitration, and judgment upon the award rendered by the arbitrator may be entered to any court having jurisdiction thereof. If any party files a judicial or administrative action asserting claims subject to this arbitration provision, and the other party successfully stays such action and/or compels arbitration of such claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.
19. **AMENDMENT.** This Agreement may be amended at any time as follows: (a) by a written amendment signed by both parties, or (b) by NGT posting an amendment to the Agreement at [www.ngtsupportcenter.com](http://www.ngtsupportcenter.com) and notifying End User that an amendment has been posted. An amendment initiated under option (b) shall be effective the later of the effective date provided in the amendment or thirty days after the email or other written notice of the amendment has been sent to End User. End User shall have the right to terminate this Agreement after receiving notice of an amendment under option (b) by providing written notice of termination to NGT within the thirty day notice period. End User shall be deemed to have approved and accepted the amendment unless End User terminates the Agreement as provided by the foregoing. NGT may revoke an amendment initiated under option (b) by providing written notice of revocation to End User within ten business days after receipt of End User's notice of termination, in which event this

**Agreement shall continue in effect without the revoked amendment. Any purported oral modification of this Agreement shall be void.**

- 20. ADDITIONAL PROVISIONS.** (a) This Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes all prior and contemporaneous discussions, communications and agreements with respect thereto. All attachments, addendum, and exhibits referenced in this Agreement are incorporated herein by reference and made a part hereof as if fully set forth herein; (b) The relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise; (c) NGT shall be entitled to attorneys' fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of this Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof; (d) End User acknowledges that no representation, promise, inducement or statement of intention has been made by NGT which is not included herein; (e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns; provided, however, that End User shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of NGT, which shall not be unreasonably withheld or delayed; (f) If any part of this Agreement, including all Online Services Orders signed in connection with this Agreement, shall be held unenforceable, the remainder of this Agreement shall remain in full force and effect; (g) No waiver of any right by either party under this Agreement shall be of any effect unless such waiver is express, in writing and signed by the waiving party; (h) The respective obligations of the parties, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, limitations of liability, and indemnification, shall survive the termination or expiration of this Agreement; (i) The parties expressly agree that this Agreement and any attachments and/or amendments executed by the parties shall supersede the terms and provisions of any End User purchase order or other ordering document submitted to NGT by End User at any time during the Term; and (j) This Agreement and any Online Services Order may be executed in one or more counterparts, including facsimile or by means of an electronic execution or transmission, each of which shall be binding against the parties and each shall be deemed an original against any party whose signature appears on such counterpart and all of which together shall constitute one and the same agreement.