

AGREEMENT FOR TALK TOO ME COIN-LESS SERVICES

This Agreement for Talk Too Me Coin-Less Services is entered into between Talk Too Me, LLC, a Delaware limited liability company, (“**Talk Too Me**” or “**TTM**”), and the party (“**Subscriber**”) who submits an executed TTM Services Selection Form to TTM which is accepted by TTM. The submission and acceptance of the TTM Services Selection Form shall have the same effect as execution and delivery of this Agreement between the parties by original signatures on this document. This Agreement, which incorporates the applicable Enrollment Forms and certain other documents described below, shall be binding on TTM and Subscriber as of the Effective Date established by the Selection Form. This Agreement, including the attachments, is published at the TTM Web Site <http://www.talktoome.com>., specifically at <http://www.talktoome.com/termsandconditions>.

Talk Too Me provides or causes to be provided telecommunications services marketed as the “Talk Too Me Coin-Less Services,” including the “EncircleALL Program,” to Payphone Service Providers (“PSPs”) (being individuals or entities that provide coin or coinless public pay telephone service at locations available to users, including the placement of pay telephones and providing access to the public switched network such as in the hospitality industry). TTM has entered into arrangements with third party telecommunications services providers (collectively, whether one or more, the “**TTM Provider**”), who, along with TTM, provide the Talk Too Me Coin-Less Services. Subscriber desires to utilize TTM in order to subscribe to and use the Talk Too Me Coin-Less Services described in this Agreement (the “**Services**”) and selected by Subscriber in the Services Selection Form. Therefore, TTM and Subscriber agree as follows:

1. TTM Services. The TTM Services are listed and further described below:

EncircleALL Program	Add-On Options
0-/0+ Operator Services with Call Completion Enhancement (C-CE) TTM 00 Services	Live Refund & Repair Services & Mailing
Discounted OSP Services 1.866.866.CALL (8255) 1.877.HI.MOM.DAD (1.877.446.6632) I-Choose™	Directory Assistance Services
TTM Call Completion Enhancement(For 00/*XX)	Domestic 1+
International Coin	Local Dial Tone

In order to subscribe to any of the TTM Services, the Subscriber must (i) select that specific TTM Service on the TTM Services Selection Form, and execute and deliver the Services Selection Form to TTM; (ii) follow the “**Enrollment Procedures**” for that TTM Service published at the TTM Web Site; (iii) complete and deliver to TTM a **Subscriber Payphone Information Form** in the form published at the TTM Web Site or electronically transmitted to Subscriber; and (iv) complete and deliver an “**Enrollment Form(s)**” for each selected TTM Service to be prepared by TTM and signed by Subscriber for each state in which any of the Services will be provided for Subscriber Payphones. Each Subscriber ANI enrolled according to these procedures and accepted by TTM will be referred to as a “**Subscriber Payphone.**”

The Enrollment Forms for each of the Services include additional terms and conditions applicable to such Service. Subscriber represents and agrees that prior to electing to receive any of the Services, Subscriber has reviewed the terms and conditions set forth in the Agreement for Talk Too Me Coin-Less Services and the applicable Enrollment Form(s) for the Service selected, whether at the TTM Web Site, by electronic transmission or in hard copy, and Subscriber understands that the terms and conditions in each Enrollment Form constitute a binding part of this Agreement when such Service is selected.

Subscriber will act in good faith and employ commercially reasonable efforts to obtain and maintain the highest and best usage of the Services subscribed for at the Subscriber Payphones. During the term of this Agreement, the Subscriber shall exclusively use the Services subscribed for in lieu of like services from any other provider for all pay telephones controlled by Subscriber in each state covered by an **Enrollment Form**; subject, however, to the qualification that if this Agreement is entered into at a time when certain of the pay telephones controlled by Subscriber are subject to a valid, pre-existing agreement for like services from another provider, then: (i) upon commencement of the term of this Agreement, the Subscriber shall exclusively use the Services subscribed for under this Agreement for at least 20% of the pay telephones controlled by Subscriber; and (ii) as such third party provider agreement(s) expire or are terminated, Subscriber shall commence the exclusive use of the Services subscribed for under this Agreement with respect to those pay telephones that previously were subject to such third party provider agreement(s). Upon receipt of the completed **Enrollment Form(s)** duly executed by Subscriber, and acceptance thereof by TTM, to the extent consistent with applicable federal and state laws, rules and regulations, TTM agrees to provide or cause to be provided, and Subscriber agrees to take and use, the selected Service(s). All telephone calls completed by means of the Services will be rated pursuant to the filed tariffs of the applicable TTM Provider and/or other applicable tariffs or rate schedules.

1-A. OSP Services. (a) For each Subscriber Payphone enrolled for the OSP Services and accepted by TTM, the TTM Provider will process and terminate operator assisted telephone calls (whether "0" dialed or "code" dialed by the end-user, such as "*92", and regardless of how transmitted to the operator center), with automated and live operator assistance, including those calls charged to selected credit cards and calling cards, collect calls and calls charged to a third-party number (collectively, the "**OSP Services**"). The OSP Services include billing and collection services for all calls processed by the TTM Provider. The OSP Services will be available 24 hours a day, 365/366 days a year. (b) **PIFs.** Where permitted by applicable law, the TTM Provider of the OSP Services will provide billing and collection services on behalf of Subscriber for a premises imposed fee ("**PIF**") on all qualifying calls in the amount established in the applicable **Enrollment Form**. The Subscriber shall be responsible for complying with applicable law regarding the amount and any end user notice required with respect to the PIFs to be charged. The TTM Provider of the OSP Services reserves the right to reject or to discontinue collection of any PIF or other Subscriber imposed charge at any Subscriber Payphone that the TTM Provider determines is not in compliance with applicable legal or regulatory requirements, including posting and notice requirements, or that the TTM Provider and Talk Too Me jointly determine is unreasonable or improper. (c) **Call Completion Enhancement Services.** The OSP Services include the "**C-CE Services.**" Whenever the TTM Provider of the OSP Services is unable to complete and bill a call, the call will be forwarded to

an alternative operator services provider selected by TTM or the TTM Provider (the “**TTM C-CE Provider**”) for call completion and billing. Calls completed by means of the C-CE Services will be billed pursuant to the tariffs and rates of the TTM C-CE Provider.

1-B. Discounted OSP Services. For each Subscriber Payphone enrolled for the Discounted OSP Services (1.866.866.CALL, 1.877.HI.MOM.DAD and I-Choose™ Services) and accepted by TTM, the TTM Provider will process live and automated operator assisted telephone calls dialed with the access numbers 1-866-866-CALL (1-866-866-2255), (1.877.HI.MOM.DAD) 1-877-446-6632 and the I-Choose™ access numbers provided by TTM to Subscriber. The Discounted OSP Services are like the standard OSP Services in all material respects, including with respect to PIFs (if allowed to be charged by TTM in its sole determination) and the C-CE Services, except that the end-user rates are lower than the standard OSP Services rates. For each Subscriber Payphone enrolled for the I-Choose™ Services and accepted by TTM, the TTM Provider will process and terminate operator assisted telephone calls (whether dialed or “code” dialed by the end-user, such as “*92”, “1800.CALL.ATT”, “1.800.COLLECT”, and regardless of how transmitted to the I-Choose™ least cost routing center), with automated and live operator assistance, including those calls charged to selected credit cards and calling cards, collect calls and calls charged to a third-party number (collectively, the “I-Choose Services”). The I-Choose™ Services include billing and collection services for all calls processed by the TTM Provider. The I-Choose™ Services will be available 24 hours a day, 365/366 days a year.

1-C. International Coin. TTM or its TTM Provider(s) will provide an International Coin service that enables PSPs to offer their customers the opportunity to make coin, sent-paid international long distance telephone calls (the “International Coin Program”). The International Coin Program services are marketed to payphone end-user patrons as a service with specific branding, trade dress, usage and end-user price components. An essential element of the International Coin Program is the suggested retail price of \$1.00 or \$0.50 respectively as directed by TTM to Subscriber’s coin deposit billing increments after the initial per-call coin deposit. TTM reserves the right to terminate any Subscriber Payphone that does not hold out to end-user patrons and use all the material components of the International Coin Program. For the International Coin Program calls TTM or its TTM Provider(s) will bill Subscriber electronically as often as a bi-weekly basis (two times a month) for a “wholesale” rate established in the Enrollment Form, plus any applicable federal, state or local sales, gross receipts, use, excise or other taxes or governmental fees (unless and until an approved valid and current tax exemption certificate is provided and accepted by TTM from Subscriber), which invoices will be due five (5) days after receipt, as directed by TTM. Contemporaneously with each billing Subscriber will be provided call detail records for the billed calls. Subscriber is responsible for the collection of the coins deposited in \$1.00 or \$0.50 increments (the “retail” rate for the calls). Subscriber shall be deemed to have waived any dispute in connection with the validity of any invoice for the International Coin Program calls unless Subscriber notifies TTM of any discrepancies with thirty (30) days of receipt of each invoice by submitting detailed evidence of the disputed amount. The number of minutes of calling time for each \$1.00 or \$0.50 billing increment to each international destination is posted at the TTM Web Site. A “Cap” in dollars and/or minutes may be placed on any of the Subscriber Payphones enrolled in the International Coin Program on a daily or weekly basis as a method of fraud prevention, and the Cap may be maintained, removed, raised or lowered from time to time (though TTM will endeavor to provide advance notice of actions involving the Cap). Specific

Country codes + City Codes + Numbers allowed to be terminated by Subscriber's payphones will be determined by TTM's sole determination and may be added, changed or blocked at any time.

As Subscriber enrolls in the EncircleALL Program, including the Discounted OSP Services and the International Coin Program, signage (4 EncircleALL™ payphone insert cards) for the Discounted OSP Services Card, the International Coin Program Card, the Upper Revenue Card and the Lower Informational Card will be provided to the PSP at no up-front cost. The retail cost of the insert cards is \$6.00. TTM will provide the insert cards up-front and will split the retail cost of \$6.00 at \$3.00 each. TTM will deduct or bill the Subscriber's its portion (\$3.00 cost per payphone) on a monthly bases over the consecutive months period at \$0.25 per month per phone beginning after Subscribers delivery of the insert cards. Additional accessories for the International Coin Program such as the yellow color handsets, payphone firmware chips, and such other equipment, technology and accessories as may from time to time be made available for Subscribers in the EncircleALL Program will be made available to Subscriber during the term of this Agreement at the then current rates, terms and conditions posted at the TTM Web Site (and may require a separate Accessories Agreement). Subscriber agrees that in a commercially prompt and reasonable manner after receipt (but in all events within 30 days after shipment), the EncircleALL Program signage and accessories will be installed on the subject payphones and the payphones will be programmed with the International Coin rate tables, Discounted OSP, 00 OSP and all other Services selected by the Subscriber. TTM or the TTM Provider may perform diagnostic or troubleshooting maintenance on the Subscriber Payphones by telephone. Subscriber shall not alter any brands or identifying marks of TTM or the TTM Provider(s) employed in provisioning the International Coin Program services, including the EncircleALL Services, handsets and signage. When Subscriber is no longer enrolled for the EncircleALL™ Services, such as the International Coin Program (for whatever reason), (i) all such EncircleALL™ signage must be removed from the Subscriber Payphones, unless other arrangements and agreed to in writing at that time, (ii) all EncircleALL signage and accessories (if any) must be returned to TTM and (iii) Subscriber agrees after such termination Subscriber will not use TTM signage or "like" signage and colors on any of Subscriber's payphones.

1-D. MCI/TELECOM*USA Operator Services. One of the arrangements established by TTM enables it to make the MCI or TELECOM*USA networks (one ANI cannot be subscribed to both MCI and Telecom*USA) available for handling of operated assisted calls dialed by the PSP's customers utilizing the MCI or TELECOM*USA access codes, and to offer the PSP a commission on such calls (the "**MCI/TELECOM*USA Services**"). If Subscriber desires to subscribe to the MCI/TELECOM*USA Services, in addition to selecting such Services on the Services Selection Form, following the applicable Procedures posted at the TTM Web Site, and submitting the Subscriber Payphone Information Form, Subscriber must also complete and deliver to TTM a separate TTM-MCI/ TELECOM*USA Enrollment Form to be prepared by TTM for each state in which the Subscriber shall be provided the TTM-MCI/TELECOM*USA Services. During the term of this Agreement, Subscriber shall exclusively use the TTM-MCI/TELECOM*USA Services (in lieu of like services from any other provider) for all of Subscriber's pay telephones in each state covered by a TTM-MCI/TELECOM*USA Enrollment Form. A Subscriber already using MCI/TELECOM*USA Operator Services may not utilize the TTM-provided MCI/TELECOM*USA Services until their current Agreement with MCI/TELECOM*USA has expired. Upon receipt of the completed

MCI/TELECOM*USA Enrollment Form (whether in electronic form or paper), to the extent consistent with applicable law, TTM agrees to provide or cause to be provided, and Subscriber agrees to take and use, the TTM-MCI/TELECOM*USA Services. For each Subscriber ANI submitted to and accepted by TTM by means of either a paper or electronic TTM-MCI/TELECOM*USA Enrollment Form, the TTM Provider will process and terminate operator assisted (“0” dialed) telephone calls dialed using the MCI and/or TELECOM*USA access codes, with automated and live operator assistance provided by the MCI and TELECOM*USA networks, including those calls charged to selected credit cards and calling cards, collect calls, person-to-person and calls charged to a third-party number. Subscribers must only utilize the access number 10102220 or 10102220+ the destination number for access to the MCI network, or 10108350 or 10108350+ the destination number for TELECOM*USA network, unless otherwise directed in writing by TTM. Subscribers using TTM-MCI/TELECOM*USA Services will not be compensated by TTM or the TTM Provider (a) for calls handled by MCI/TELECOM*USA and carried on the MCI/TELECOM*USA networks with use of an 800 access code such as 800 CALL ATT, 10102880, 800 Operator, 800 COLLECT and 800 321-0288, or any other access method other than defined above; or (b) for calls handled and carried on the MCI/TELECOM*USA networks dialing to 500, 700, 800, 888, 877, 866, 855, 900 and Directory Assistance calls (though Subscriber does not hereby waive entitlement to dial around call compensation as mandated by the FCC or other regulatory authorities). Subscribers shall not utilize any manual or mechanical procedure to: (i) divert to any other carrier or to convert calls dialed to an MCI/TELECOM*USA access code into coin (local or 1+) calls; (ii) divert MCI/TELECOM*USA “800” access calls to any other carrier or to convert such calls into coin (local or 1+) calls; or, (iii) divert any MCI/TELECOM*USA “800” access call to the MCI/TELECOM*USA “1010288 or 1010333” access codes, or any other call type (e.g., 0+, 0-, or 00-). The TTM-MCI/TELECOM*USA Services will be available 24 hours a day, 365/366 days a year, include billing and collection services, and will be rated pursuant to the filed tariffs of the TTM Provider. During the term of this Agreement, Subscriber is eligible for Dial Around Compensation from MCI/TELECOM*USA. Subscriber will utilize the normal dial around processes (such as the American Public Communication Counsel (APCC) Dial Around Services) in order to receive dial around compensation from the respective TTM Providers, as mandated by the FCC or other regulatory authorities. In no event will Subscriber receive dial around compensation from TTM.

1-E. Other Services. Subscriber may elect to receive additional Services described above as add-on Services in the EncircleALL Program or offered from time to time as part of the Talk Too Me Coin-Less Services by selecting such services on the Services Selection Form. When Subscriber elects to receive such other additional Services, TTM or the TTM Provider will provide the Services pursuant to the terms of this Agreement and the additional terms and conditions set forth in the applicable Enrollment Forms provided to Subscriber by TTM.

1-F. Reporting, Logos & Trademarks. The Talk Too Me Services include written and electronic media services reporting. Reporting will include amount of completed calls, commissionable revenue (or TTM receipts, as applicable), and commissions due. TTM grants to the Subscriber a nonexclusive, nontransferable license of the Internet reporting and TTM FTP Automated Data System (ADS) software utilized by TTM or the TTM Provider for reporting purposes under this Agreement, such license to be for a term equal to the term of this Agreement. TTM grants to the Subscriber a nonexclusive, nontransferable license of the EncircleALL Signage, TTM Trademarks, logo, colors and slogans for posting signage for the

term of this Agreement. TTM EncircleALL Signage, EncircleALL Signage designs, Trademarks, logos and slogans are the sole property of TTM and are both copyrighted and registered trademarks of TTM with all rights reserved by TTM. TTM Provider(s) Signage, designs, Trademarks, colors, logos and slogans are the sole property of the respective TTM Provider(s) and are both copyrighted and registered trademarks of the TTM Provider(s) with all rights reserved by the respective TTM Provider(s).

1-G. Customer Services. The Talk Too Me Services include customer services for the end-users of the Services provided by the TTM Provider consistent with standard industry practices, including response to rate requests.

1-H. Changes in Rates. TTM reserves the right to change without advance notice any of the rates or percentages previously set out on any **Enrollment Form**, including the Subscriber commission percentages, Bad-Debt Holdback percentages or other terms and conditions of the Talk Too Me Services, if (i) bad debt actually incurred with respect to operator assisted calls originating from Subscriber's pay telephones/ANIs exceeds the Bad-Debt Holdback, (ii) a change in any law, rule or regulation affecting the provision of the Talk Too Me Services makes it impossible or uneconomical for TTM or the TTM Provider to continue to provide the affected service on the terms then applicable under this Agreement, or (iii) current business and economic conditions in the telecommunications industry in the U.S.A. change, or TTM's third-party contractual arrangements for the Talk Too Me Services are changed, in either case, so as to materially and adversely affect the economic benefits accruing to TTM from the provision of the Services. TTM will endeavor to give at least thirty (30) days advance notice of any such changes, but reserves the right to make such changes effective whenever necessary and thereafter provide notice of the changes.

1-I. Communications. The terms of TTM's relationships with TTM Providers and the smart and dumb payphones, including Elcotel, Earnest, Intellicall, Millennium and other payphone programming instructions provided by TTM to Subscriber for the purposes of Subscriber utilizing the Services constitute proprietary and confidential information or trade secrets that shall not be improperly discovered, or if learned, shall not be used or disclosed to any third party. Subscriber agrees to direct all communications (written or oral) regarding the Talk Too Me Services to TTM, and not to any TTM Provider. Subscriber agrees that TTM could suffer irreparable harm from a breach of the foregoing two sentences, and TTM shall be entitled to seek injunctive relief to enforce such provisions without proof of actual damages or the posting of a bond. During the term of this Agreement and for one year following termination, Subscriber shall not circumvent or attempt to circumvent TTM and obtain directly from a TTM Provider services like the Talk Too Me Services offered to Subscriber under this Agreement.

1-J. Additional Provisions. Subscriber represents and warrants with respect to each pay telephone/ANI submitted for enrollment under this Agreement that (a) Subscriber is a PSP and is duly authorized by applicable governmental agencies as required by law to provide public pay telephone service in the relevant areas of operation; (b) Subscriber has a valid letter of agency or similar service agreement from each location provider authorizing Subscriber to place its pay telephones at the installed locations; (c) each of Subscriber's pay telephones is a coin or coinless public pay telephone in which Subscriber owns more than a 50% asset or equity interest, and Subscriber controls the operation of the pay telephone; (d) Subscriber is authorized to choose TTM Services for the pay telephone; (e) each pay telephone will be connected to an MTS, 1MB, LEC Customer-Owned Coin Operated Telephone (COCOT) or other approved public telephone tariffed (or CLEC) Access Line without the intervention of a PBX or

switching device, and will identify itself to operators as a public pay telephone; and (f) the Access Lines/ANIs submitted may be accessed only by Subscriber's public pay telephones meeting the foregoing requirements. Subscriber shall make all necessary arrangements so that each Subscriber Payphone allows access to the 800, 950 and 101XXXX access code number of other providers of operator services, as required by the T.O.C.S.I.A., the FCC, or any applicable state law or regulation. Subscriber will provide all dialing instruction at or near each Subscriber Payphone which will inform callers how to utilize TTM Providers, including affixing a TTM dialing plaque on each Subscriber Payphone describing the TTM Service(s) enrolled for by Subscriber. Unless the applicable Enrollment Form provides otherwise, TTM will forward to Subscriber, at Subscriber's expense of \$0.30 per plaque, up to four plaques per Subscriber Payphone. All initial Subscriber plaques and additional plaques requested by Subscriber will be forwarded to Subscriber by TTM and the costs therefor will be deducted from Subscriber's monthly commission payments. Subscriber will provide TTM written notice within thirty (30) days of a disconnected or deleted Subscriber Payphone ANI. TTM shall have the right to conduct physical compliance audits of the Subscriber Payphones (or ANIs submitted for enrollment) at the installed locations to determine compliance with the terms and conditions of this Agreement, and Subscriber will provide TTM reasonable access to its records relating to the foregoing matters. TTM may reject, suspend or terminate non-complying pay telephones/ANIs. Pay telephones reinstated at TTM's sole discretion will not start to accrue commissions until the next full commission cycle following reinstatement. Subscriber shall indemnify and hold harmless TTM from any loss, expense or liability resulting from any breach of the warranties or obligations set forth in this Section 1-J.

2 Compensation. In consideration of the Subscriber's use of the TTM Services, TTM shall pay Subscriber the amounts calculated on a monthly basis pursuant to this Section 2. Taxes, USF charges and the like are excluded from the following calculations. Neither TTM nor any TTM Provider shall, as a result of this Agreement, pay or have any responsibility to report or otherwise compensate Subscriber for any Dial Around Per Call compensation for any access numbers used by Subscriber to access any of the TTM Services; however, Subscriber is not precluded by this Agreement from using industry standard methods (such as the APCC's services) in order to recover Dial Around compensation from carriers (not from TTM) for calls from the Subscriber Payphones processed as a result of this Agreement by means of the Dial Around access numbers of MCI/TELECOM*USA or other TTM Provider. The Payphone Usage Charge described below is a charge for each completed call at the rate posted on TTM's Web Site at www.talktoome.com in the rates and tariffs section. The Payphone Usage Charges ("PUCs"), Billing Service Fees (BSF), Dial Around Usage Charges (DAC) and Non-Subscriber Fees ("NSFs") imposed on operator assisted calls are retained as the property of TTM. The Holdback Amount (as defined below) is an amount retained by TTM to cover the costs of TTM's business and the risks associated with such business, including but not limited to, fraudulent, uncollectable or rebated calls, and it is not subject to any accounting, true-up or settlement with Subscriber; except that TTM may adjust the Bad-Debt Holdback Percentage as provided in Section 1-H and may bill Subscriber for excessive bad debt pursuant to this Section 2.

2-A. OSP Services Amounts. (a) First the TTM Provider shall establish the revenue from all completed calls processed from Subscriber Payphones through the OSP Services. (b) From the revenue so established, all PUCs and NSFs included in such revenue shall be deducted, resulting in the "**OSP Commissionable Revenue**" (c) The OSP Commissionable Revenue will be multiplied by the "Bad Debt Holdback Percentage" established in the OSP Services Enrollment Form(s), resulting in a "**Holdback Amount.**" If the Holdback Amount is insufficient to cover the bad debt

actually experienced, the parties will true up for any excess bad debt and the percentage may be adjusted by TTM accordingly. (d) The OSP Commissionable Revenue, less all Subscriber PIFs included in such amount, will be multiplied by the "Commission Percentage" applicable as established in the TTM Enrollment Form(s), resulting in the "**Gross Commission.**" (e) Any amounts due by the Subscriber to TTM for any Service provided by TTM under this Agreement other than OSP Services, such as the International Coin Services and those described in Section 1-E above, shall be determined and aggregated (the "**Subscriber TTM Payment**"). (f) The Gross Commission plus all the Subscriber PIFs, minus the Holdback Amount, and minus the amount of the Subscriber TTM Payment (if any), equals the "**Subscriber OSP Payment.**" (g) The Subscriber OSP Payment shall be paid to the Subscriber monthly starting twenty (20) days after the end of the month in which the TTM Provider first commenced to provide the OSP Services to Subscriber Payphones, unless otherwise provided in the applicable Enrollment Form. However, in the event that, with respect to any Subscriber Payphone, call attempts compared to billable calls causes TTM a net loss on such Subscriber Payphone, TTM will deduct and retain the amount of such loss prior to paying the Subscriber OSP Payment.

2-B. C-CE/I-CHOOSE Amount. The total compensation paid to TTM for calls processed from Subscriber Payphones through the C-CE Providers or I-Choose Providers shall be established by TTM. The amount so established shall be multiplied by forty percent (40%) resulting in the "**Subscriber C-CE and/or I-CHOOSE Payment.**" The Subscriber C-CE and/or I-Choose Payment shall be paid to the Subscriber monthly starting sixty (60) days after the month in which the subject calls were processed.

2-C. MCI and TELECOM*USA Amounts. (a) First the billed revenue of all completed calls processed through either the TTM-provided MCI or TELECOM*USA Services (if subscribed by Subscriber and applicable), including PUCs, shall be determined by the TTM Provider (the "**MCI or TELECOM*USA Revenue**"). (b) The MCI or TELECOM*USA Revenue will be multiplied by the "Commission Percentage" established in the MCI or TELECOM*USA (whichever is applicable) Enrollment Form resulting in the "**MCI or Telecom*USA Gross Commission.**" (c) Next a "**Holdback Amount**" shall be calculated by multiplying the MCI or Telecom*USA Revenue by the "Bad Debt Holdback Percentage" established in the TTM-MCI or TELECOM*USA Enrollment Form (if applicable). (d) TTM shall deduct and retain the Holdback Amount and the PUCs from the MCI or Telecom*USA Gross Commission, and the remainder shall be the "**Subscriber MCI or Telecom*USA Payment.**" The balance of any Subscriber TTM Payment not fully recovered by TTM as provided in Section 2-A shall be deducted from the Subscriber MCI or Telecom*USA Payment. (e) The net Subscriber MCI or Telecom*USA Payment shall be paid to the Subscriber monthly in arrears, on or about the 20th day of each month, starting (i) with the third month after the month in which the TTM Provider first commenced to provide the TTM-MCI or Telecom*USA Services to Subscriber Payphones, provided such commencement date occurred on or before the 5th of the month; or (ii) with the fourth month after the month in which the services commenced if the commencement date occurred from the 6th to the last day of the month.

2-D. Subscriber acknowledges that unless all TTM forms are filled out correctly and completely, TTM has no obligation to make payments on specific ANI's involved until such data is corrected or supplied by Subscriber. All payments to Subscriber pursuant to this Agreement will be considered final if not disputed within 60 days of payment, unless a shorter period is specifically stated in this Agreement, as with the International Coin Program. **3. Regulatory Requirements.** This Agreement shall be construed in accordance with applicable

laws, rules and regulations. The Subscriber agrees to comply with all federal, state and local laws, rules and regulations and tariffs now or subsequently in effect relating to its duties and activities under this Agreement. The Subscriber shall place on or in close proximity to the Subscriber Payphones all end user notification required by applicable laws or regulations, including phone stickers or other printed documentation. In addition, Subscriber warrants and agrees that all Subscriber Payphones shall be programmed with verified emergency phone numbers, including police, fire, ambulance and poison control, and shall be programmed to route 911 emergency calls to the appropriate local authorities.

4. Reserve. It is acknowledged that the Subscriber and Talk Too Me may enter into agreements (e.g. Talk Too Me Equipment Financing Agreements) authorizing TTM or the TTM Provider to offset and retain – or pay to Talk Too Me, as the case may be - amounts that would otherwise be payable to the Subscriber under this Agreement. If the Subscriber notifies Talk Too Me or the TTM Provider that the Subscriber is terminating this Agreement, then Talk Too Me and the TTM Provider will have the right to withhold from any disbursements that would otherwise be payable to the Subscriber under this Agreement, an amount (up to 100%) sufficient in the reasonable determination of Talk Too Me (the "Reserve") to assure that all amounts of whatever kind or character due to Talk Too Me by the Subscriber shall be offset and paid, including bad debt incurred in excess of the Bad Debt Holdback Amount (which TTM will not have the opportunity, due to termination, to work off through an increased Bad Debt Holdback Percentage) The Reserve will be held by the TTM Provider until such time as Talk Too Me and the TTM Provider determine, in their reasonable discretion, that the Reserve is no longer necessary for the purpose stated above.

5. Term. This Agreement shall commence as of the Effective Date established by TTM's acceptance of the TTM Services Selection Form, and unless sooner terminated pursuant to its terms, shall continue in full force and effect for an initial three (3) year period. At the expiration of the initial period and of each renewal period, this Agreement shall automatically renew for additional successive periods of two (2) years each. This Agreement may be terminated at the end of the initial term or any renewal period by either party giving one hundred twenty (120) days prior written notice to the other party of its intent to terminate.

6. Termination. If either party materially or repeatedly defaults in the performance of any of its duties or obligations under this Agreement, or if any law, rule or regulation makes it impossible or uneconomical for TTM or the TTM Provider to perform this Agreement, or if current business and economic conditions in the telecommunications industry in the United States of America, or in TTM's relationship with the TTM Provider, change so as to materially and adversely affect the economic benefits accruing to TTM or the TTM Provider from the performance of this Agreement, the party adversely affected shall have the right to terminate this Agreement. The party seeking termination must give written notice to the other party specifying the default or other event which gives rise to the right of termination. If the default or event specified is not substantially cured, removed or otherwise remedied within (i) 10 business days with respect to the payment of money, or (ii) within 30 days with respect to all other events, in each case calculated from the date on which the required written notice is given by the party seeking termination, then the adversely affected party may, by giving written notice to the defaulting or other party, terminate this Agreement as of the end of a calendar month on at least ninety (90) days prior written notice. In all events TTM's proprietary and confidential terms, including all terms related to the TTM proprietary payphone programming instructions provided by TTM to Subscriber will survive any and all terms or conditions of this Agreement

or other mutual Agreement(s) for a period of three (3) years after the termination date of any Agreement.

7. Limitation of Liability. EXCEPT FOR A CLAIM FOR BREACH OF SECTION 1 with respect to acceptance and use, including exclusive use, of Services, SECTION 1-I, SECTION 1-J, SECTION 2 OR SECTION 5, IN NO EVENT WILL THE MEASURE OF DAMAGES RECOVERABLE BY TTM OR THE SUBSCRIBER AGAINST THE OTHER INCLUDE ANY AMOUNTS FOR PUNITIVE DAMAGES OR FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY PERSON (INCLUDING LOSS OF ANTICIPATED REVENUES, PROFITS OR OPPORTUNITIES), OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED, USING REASONABLE DILIGENCE.

8. Force Majeure. If because of force majeure, TTM or the TTM Provider is unable, wholly or in part, to carry out any of its obligations under this Agreement, its obligations shall be suspended for the duration of the event of force majeure. During the continuance of such force majeure, TTM or the TTM Provider shall incur no liability by reason of its failure to perform the obligation so suspended, provided, however, that the disabling effect of such force majeure shall be eliminated as soon as and to the extent reasonably possible. The term "force majeure" shall include switch, radio or cable failure, cable cut, third party nonperformance including acts or omissions of telecommunications carriers, failures or fluctuations in electrical power, failure of computer and data processing equipment, acts of God, riots, insurrection, war, labor dispute, fire, flood, explosions, orders or acts of military or civil authority, and any other cause beyond TTM or the TTM Provider's reasonable control.

9. Notices. Except as otherwise expressly provided in this Agreement, all notices, payments, and other communications under this Agreement will be in writing and will be deemed to have been duly given if delivered personally, sent by telephone facsimile during normal business hours, sent by recognized nationwide overnight courier service with signature required, or mailed by certified mail, return-receipt requested, postage prepaid, to the parties at the addresses set out below:

To TTM: Talk Too Me Coin-Less Services, 242 S. Washington Blvd, Sarasota FL 34236, U.S.A, Attention: Mr. Abbie Forrest, President/CEO, Telephone: 866.900.8255 Fax: 941.309.8255

To Subscriber «Subscriber» «Address_1» «Address_2» «City», «State» «Zip» Attention: «Contact_Name», Telephone: «Business1» Fax: «Fax» as shown in the TTM Services Selection Form.

All notices and other communications under this Agreement that are addressed as set out above (a) if delivered personally or by courier, will be deemed given upon delivery, (b) if delivered by telephone facsimile, will be deemed given when confirmed, and (c) if delivered by mail, on the date received as evidenced by the return-receipt. Any party from time to time may change its address for the purpose of notices to that party by giving a similar notice specifying a new address.

10. Miscellaneous. (a) Resolution of Disputes. If there is a dispute between the Subscriber and TTM or the TTM Provider relating to this Agreement or an alleged breach of this Agreement, neither party shall commence any legal proceeding with respect to such dispute until thirty (30) days after the party asserting such dispute shall have given notice in writing to the other describing the nature of the dispute and the terms of the resolution sought by such party. Within such thirty (30) day period, either party may demand that the matter in dispute be submitted to arbitration, and upon making of such demand by either party the parties agree that

the matter in dispute shall be submitted to binding arbitration in Tampa, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be administered by the American Arbitration Association in Tampa, Florida, and shall be enforced by the provisions of applicable Florida law. The AAA Rules are incorporated into this agreement and, as amended from time to time by the American Arbitration Association, shall establish the procedures for any arbitration brought under this Agreement. The failure of a party to timely demand submission of the matter to arbitration shall constitute a waiver by the parties of the option to cause their dispute to be resolved through arbitration. **(b) Authority.** Each party represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. **(c) Compliance with Laws.** In performing its obligations under this Agreement, TTM or the TTM Provider will not be required to undertake any activity that would conflict with the requirements of any applicable statute, rule, regulation, interpretation, judgment, order or injunction of any governmental authority. **(d) Amendment.** Except as expressly provided herein, this Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the parties to this Agreement. **(e) Assignment.** Upon any sale, merger, consolidation, transfer or reorganization of Subscriber or its assets, Subscriber agrees to use its best efforts to assure that the purchaser, successor or assignee shall be bound by the terms and conditions hereof and shall be obligated to discharge the duties and obligations of Subscriber hereunder. **(f) Waiver.** No waiver of any provision of this Agreement shall be binding upon a party unless such waiver is expressly set forth in a written instrument, which is executed and delivered by such party. No delay or failure to exercise any right or remedy shall constitute a waiver of the right to exercise such right or remedy at any time thereafter. **(g) Governing Law.** This Agreement will be construed in accordance with, and the rights of the parties will be governed by, the substantive laws of the State of Florida, without giving effect to any choice-of-law rules that may required the application of the laws of another jurisdiction. This Agreement shall be deemed performable in Sarasota, Florida. The parties consent to jurisdiction in the State courts in Florida. **(h) Attorney Fees.** In the event of breach of this Agreement by either party, and in the event such breach necessitates the hiring of attorneys of law, the prevailing party in any legal or arbitration proceeding concerning the terms and conditions of this Agreement shall be entitled to reasonable attorney's fees and related costs from the non-prevailing party, including, without limitation, reasonable costs of preparation, expert fees and expenses of any appellate proceedings. **(i) Counterparts/Headings.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument. The headings in this Agreement have been inserted for convenience of reference only and shall not be construed to define or limit in any way the meaning or interpretation of this Agreement. **(j) Facsimile Execution.** This Agreement, the TTM Services Selection Form, and all related Enrollment Forms may be executed by signatures exchanged by facsimile or other electronic means, which shall be effective for all purposes to the same extent as original signatures.

11. Letter of Agency (LOA). With respect to the TTM Services selected by Subscriber in the Services Selection Form, Subscriber appoints Talk Too Me, LLC. (TTM) located at 242 S. Washington Blvd, Sarasota, FL 34236 as our agent and authorizes TTM to select all applicable

TTM Providers (according to the services selected), including but not limited to, Talk Too Me (TTM), AT&T, MCI, Telecom*USA (TUSA), Sprint, A Sprint Company (ASC), ILD Telecommunications, Inc., IOS, Qwest Communications Corp. (Qwest), USLD Communications Inc. (USLD), Bell South, Verizon, SBC, Primus, McLeodUSA, Consolidated Communications Operator Services (CCOS), Level3, Phone1 Worldwide, Inc. and each of their respective affiliates, as the carrier or other provider of the TTM Services selected by Subscriber. We also authorize TTM to receive commissions from all TTM Providers for operator services calls originating from each ANI listed on the submitted and accepted Enrollment Forms. Subscriber acknowledges and agrees that for each ANI that a PIC change may not be requested; rather, the Subscriber will program the payphone to route some operator services calls (calls where the caller dials 0-, 0+, 01+, 00+, or 00-) to TTM Providers. The operator service calls being routed to the TTM Provider are calling card, credit card, collect, third party or person-to-person calls. Subscriber acknowledges and agrees that Proof of Ownership (POO) is required for 100% of the ANIS submitted to TTM. TTM and/or TTM Provider may (at their sole discretion) allow a random sampling of Proof of Ownership (POO) on orders. TTM and/or TTM Provider may (at their sole discretion) request POO from the Premise Owner(s), Payphone Owner(s), Subscriber or all of them. All Subscriber POO requests by TTM or TTM Provider must be provided and submitted to Talk Too Me within ten (10) days of each request(s). Failure to do so could cause irreparable damage, including but not limited to, processing expenses, various fines and costs, business injury, and harm to TTM's relationship with its TTM Provider. Subscriber acknowledges and agrees to be 100% liable for, and to make immediate reimbursement of, any such losses suffered by TTM as a result of Subscriber's failure to timely provide POOs. Subscriber acknowledges and agrees that any ANI, which shows three or fewer calls in any 12-month period, may be purged from the TTM and/or TTM Provider commission database.

IN WITNESS WHEREOF, Talk Too Me and Subscriber have duly executed and delivered this Agreement, as evidenced by the execution and delivery of the TTM Services Selection Form.

[Signatures not required unless executed in paper copy.]

Signature on behalf of Subscriber

Signature for Talk Too Me