

FLORIDA PUBLIC SERVICE COMMISSION

RECEIVED-FFSC

DIVISION OF REGULATORY ANALYSIS

10 NOV -3 PM 3: 52

APPLICATION FORM

for

COMMISSION
CLERK

AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATIONS COMPANY SERVICE
WITHIN THE STATE OF FLORIDA

100430-TX

Instructions

- A. This form is used as an application for an original certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and one copy of this form along with a non-refundable application fee of **\$400.00** to:

Florida Public Service Commission
 Office of Commission Clerk
 2540 Shumard Oak Blvd.
 Tallahassee, Florida 32399-0850
 (850) 413-6770

- E. A filing fee of **\$400.00** is required for the sale, assignment or transfer of an existing certificate to another company (Chapter 25-24.815, F.A.C.).
- F. If you have questions about completing the form, contact:

Florida Public Service Commission
 Division of Regulatory Analysis
 2540 Shumard Oak Blvd.
 Tallahassee, Florida 32399-0850
 (850) 413-6600

Check received with filing and forwarded
 to Fiscal for deposit. Fiscal to forward
 deposit information to Records.

Initials of person who forwarded check:

Note: To complete this interactive form Required
 by using your computer, use the tab key to
 navigate between data entry fields.

DOCUMENT NUMBER-DATE

09154 NOV-3 02

FPSC-COMMISSION CLERK

- COM _____
- APA _____
- ECR _____
- GCL _____
- RAD 1
- SSC _____
- ADM _____
- OPC _____
- CLK Grant

FORM PSC/RAD 8 (5/08)
 Commission Rule Nos. 25-24.810,
 and 25-24.815

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority rather than apply for a new certificate.

Approval of assignment of existing Certificate: Example, a certificated company purchases an existing company and desires to retain the existing certificate of authority and tariff.

2. Name of company: Sign Language Access, Inc

3. Name under which applicant will do business (fictitious name, etc.):

callVRS

4. Official mailing address:

Street/Post Office Box: 1700 Nursery Rd
City: Clearwater
State: FL
Zip: 33756

5. Florida address:

Street/Post Office Box: 1700 Nursery Rd
City: Clearwater
State: FL
Zip: 33756

6. Structure of organization:

- | | | | |
|--------------------------|---------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input checked="" type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Foreign Corporation | <input type="checkbox"/> | Foreign Partnership |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Other, | | |

7. **If individual**, provide:

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

8. **If incorporated in Florida**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: p08000105791

9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is:

10. **If using fictitious name (d/b/a)**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is: ?

11. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is:

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is:

14. Provide **F.E.I. Number**(if applicable): 200537272

15. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: Scott McMillan
Title: Office Manager
Street name & number: 1700 Nursery Rd
Post office box:
City: Clearwater
State: FL
Zip: 33756
Telephone No.: 530-949-6047
Fax No.:
E-Mail Address: scott@needinterpreter.com
Website Address: www.callvrs.org

(b) Official point of contact for the ongoing operations of the company:

Name: Emilia Lorenti-Wann
Title: President
Street name & number: 1700 Nursery Rd
Post office box:
City: Clearwater
State: FL
Zip: 33756
Telephone No.: 727-499-8418
Fax No.:
E-Mail Address: vrs@callvrs.info
Website Address: www.callvrs.org

(c) Complaints/Inquiries from customers:

Name: Keith Wann
Title: Director of Marketing
Street/Post Office Box: 1700 Nursery Rd
City: Clearwater
State: FL
Zip: 33756
Telephone No.: 727-499-8487
Fax No.:
E-Mail Address: vrs@callvrs.ingo
Website Address: www.callvrs.org

16. List the states in which the applicant:

(a) has operated as a Competitive Local Exchange Telecommunications Company.

(b) has applications pending to be certificated as a Competitive Local Exchange Telecommunications Company.

(c) is certificated to operate as a Competitive Local Exchange Telecommunications Company.

(d) has been denied authority to operate as a Competitive Local Exchange Telecommunications Company and the circumstances involved.

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

17. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, provide explanation.

(b) granted or denied a competitive local exchange certificate in the State of Florida (this includes active and canceled competitive local exchange certificates). If yes, provide explanation and list the certificate holder and certificate number.

(c) an officer, director, partner or stockholder in any other Florida certificated or registered telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

18. Submit the following:

(a) Managerial capability: resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

(b) Technical capability: resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

(c) Financial Capability: applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. Unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet,
2. income statement, and
3. statement of retained earnings.

Note: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of competitive local exchange telecommunications company (CLEC) service in Florida.

APPLICANT ACKNOWLEDGEMENT: By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide competitive local exchange telecommunications company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "**Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083.**"

Company Owner or Officer

Print Name: Emilia Lorenti-Wann
Title: Owner
Telephone No.: 727-499-8418
E-Mail Address: vrs@callvrs.info

Signature: Emilia Lorenti-Wann Date: _____

Exhibit A

Please find attached DBA

St. Petersburg Times

Published Daily

St. Petersburg, Pinellas County, Florida


STATE OF FLORIDA
COUNTIES OF Pinellas

} s.s.

FICTITIOUS NAME NOTICE
Notice is hereby given that Sign Language Access, Inc. desiring to engage in business under the fictitious name of "CALLVRS" located in Pinellas County, Florida, intends to register the said name with the Division of Corporations, Florida Department of State, pursuant to section 865.09 of the Florida Statutes.
(1003353611) 9/03/2010

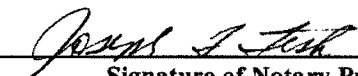
Before the undersigned authority personally appeared **J. Murry** who on oath says that he/she is **Legal Clerk** of the **St. Petersburg Times** a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: FICTITIOUS NAME NOTICE: CALLVRS** was published in said newspaper in the issues of **Classified N Pinellas Classified S Pinellas**, 9/3/2010.

Affiant further says the said **St. Petersburg Times** is a newspaper published at St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he /she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature of Affiant

Sworn to and subscribed before me
this 3rd day of September A.D.2010



Signature of Notary Public

Personally known or produced identification _____
Type of identification produced _____

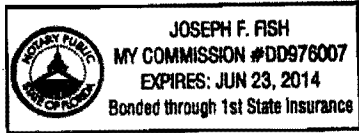


Exhibit B

Please find attached to this application the information requested part 18 of same application.

18 (a) Please find attached resumes from the President, Operations Manager, and Marketing Director of Sign Language Access, Inc. These resumes show the managerial capabilities of the management of Sign Language Access, Inc of satisfactory levels.

18 (b) Please find attached information about the company we have contracted to conduct technical maintenance. CSDVRS is the company that Sign Language Access, Inc has contracted with to supply technical maintenance and support.

18 (c) Please find attached the limited financial records this new company has to provide to you. Being a new industry and a new corporation our financials are limited to just the last two and a half years. callVRS started business under the corporation named Kemi Productions, Inc and on September 1, 2009 began working under Sign Language Access, Inc. Please find attached the Income information for Kemi Productions, Inc for the year 2009 and income information for Sign Language Access, Inc for 2009-present. If you are in need of more information please contact us and we will do everything in our power to provide it.

Emilia Lorenti Wann
1700 Nursery Rd
Clearwater, Florida 33756
T 212-729-6204

VRS@CalIVRS.INFO
www.CalIVRS.org

OBJECTIVE

Obtain Carriers license – FCC Certification

EXPERIENCE

President, Sign Language Access INC — 2009-Present

Supervise Sign Language Interpreters for VRS. In charge of marketing, recruiting, hiring and insuring quality of interpreters. Arrange for workshops, mentoring and tutoring. Accounts Receivable and Accounts Payable. CEU provider and manager. Contract retention

President, Kemi Productions — 2008-Present

Marketer: ASL Comedy Tour in charge of entertainment schedule, providing workshops, coordinating interpreter services. Producer and agent for other ASL Performers.

President, Access Through Sign Language — 2000-2008

Contract retention :Managed contracts with NASA, Royal Caribbean Cruise Lines, Celcbrity Cruise Lines and others. Managed , trained and recruited interpreters. In charge of marketing. Recruit, Hire and insure quality of interpreters. Arrange for workshops, mentoring and tutoring. Accounts receivable and accounts payable. CEU provider and manager. .Developed marketing for CruisEUS Coordinated interpreting services. Coordinated entertainment. Recruited workshop presenters

Interpreter Coordinator: Deaf Freedom Cruise with 125 interpreters providing service for 3,800 Deaf

Coordinate interpreting services for both cruise lines.

Schedule interpreters' flights

Ongoing recruiting

Ongoing training for new Interpreters.

Video Relay Interpreter Sorenson/ Lifelinks/ HandsOn 2004-2008

EDUCATION

1999 College of Staten Island, Staten Island, NY B.A., Psychology

1987 Certificate, Interpreter training program

LEADERSHIP ROLES

Georgia Registry of Interpreter for the Deaf: President 1995

Cultural Diversity in Leadership Committee Appointed member 2003

University of Florida Education project: Mentor 2003 and 2005

Interpreters and Translators of Color: National chair 2000

Region 2: Confrence coordinator Region 2 2000

Languages

Spanish, ASL, English

RID certified CI, CT, NIC-Advanced

DEBBIE LESSER, CI/CT

EXPERIENCE

OPERATIONS MANAGER/AMERICAN SIGN LANGUAGE (ASL) INTERPRETER, SIGN LANGUAGE ACCESS CLEARWATER, FL 2009- PRESENT

As Operations Manager - manage workflow and call distribution for consistent quality and professional delivery of VRS and VRI services. Assist in the recruiting, interviewing, hiring and training of new interpreters. Maintain open communication with VIs and provide ongoing guidance, mentoring and problem resolution as needed. Provide customer support using proficient ASL and English.*

As a Freelance Interpreter - facilitate communication between deaf and hearing consumers in the following areas: platform, education, business, religious, community, medical, technical, and government.*

OPERATIONS MANAGER, HEALINC TELECOM LLC NEW YORK CITY, NY 01/2009 - 09/2009

*See description above – Manager of 160 interpreters in individual call centers all over the country

VIDEO RELAY SERVICE INTERPRETER, HOVRS/GO AMERICA ROCKLIN, CA 2008-2009

VIDEO RELAY SERVICE INTERPRETER, SORENSON COMMUNICATIONS SALT LAKE CITY, UT 2007-2008

Provide high quality, professional sign language interpreting between deaf and hearing consumers through video in a call center.*

INSTRUCTOR, NORTHSIDE HOSPITAL ATLANTA, GA 2002-2007

Educate parents, caregivers and medical professionals regarding benefits of using sign language with infants and toddlers. Develop curriculum for MothersFirst classes and workshops. Participate in hospital related events and community trainings.

FREELANCE ASL INTERPRETER/OWNER, THE INTERPRETING CONNECTION, INC ATLANTA, GA 1995-2005

*See description above

CONSULTANT/INSTRUCTOR/FOUNDER, LITTLE SIGNERS, INC. ATLANTA, GA 2000-2004

Teach parents and caregivers how to communicate with their children using sign language. Educate parents on benefits of sign language as both a transitional language for pre-verbal children and an additional learning tool for verbal children.

PROGRAM DIRECTOR/CONSUMER ADVOCATE BALTIMORE, MD & BOSTON, MA 1991-1995

Teach parents and caregivers how to communicate with their children using sign language. Educate parents on benefits of sign language as both a transitional language for pre-verbal children and an additional learning tool for verbal children.

TELEPHONE CRISIS INTERVENTION SPECIALIST, 2-1-1 BIG BEND, INC. TALLAHASSEE, FL 1987-1990

Provide guidance and support to callers on the Florida AIDS Hotline, High Risk Pregnancy Hotline and Crisis Hotline as a counselor and information & referral specialist. Train and supervise new counselors.

EDUCATION

Florida State University, Tallahassee, FL – B.S., Psychology, 1989

Loyola College, Baltimore, MD – Masters Certificate, Human Resources 1992

SKILLS

RID National Certification ASL interpreting (CI) and transliterating (CT) (1999). Experience with business administration, fiscal management, executive assistance, scheduling, office & human resource management, staff supervision, public speaking, professional leadership, crisis intervention, meeting/conference facilitation, parliamentary procedure, and data processing. Knowledge of ADA laws. Able to type 80 wpm and multi-task effectively. Familiar with both Mac & Windows based software.

PROFESSIONAL AFFILIATIONS

MEMBER/VICE-PRESIDENT/PRESIDENT, BOARD OF DIRECTORS SISTERHOOD DOR TAMID DULUTH, GA 2006 - 2009

MEMBER/TREASURER, WOMEN'S AMERICAN ORT - NORTH FULTON CHAPTER ALPHARETTA, GA 2000 - 2003

MEMBER/PRESIDENT, BOARD OF DIRECTORS GEORGIA REGISTRY OF INTERPRETERS FOR THE DEAF ATLANTA, GA 1995 - 1999

MEMBER/TREASURER, BOARD OF DIRECTORS POTOMAC CHAPTER REGISTRY OF INTERPRETERS FOR THE DEAF BALTIMORE, MD 1993 - 1995

NATIONALLY CERTIFIED MEMBER, REGISTRY OF INTERPRETERS FOR THE DEAF SILVER SPRING, MD 1992 - PRESENT

Keith Wann
1700 Nursery Rd
Clearwater, FL 33756
T 212-920-4985

keith@keithwann.com
www.needinterpreter.com

Experience

Marketing Director – Sign Language Access INC, 2009 to Present
Website and PR, hiring interpreters, providing services to community including workshops, and social events. Support includes callVRS, VRI and Community Interpreting

Staff Interpreter – Kemi Productions Inc, 2008 to Present
Community Interpreting Support for several NYC agencies.
Broadway, Educational, Hospital, Government

Interpreter Coordinator – Access Through Sign Language, 2006-2008
Staffing and training of interpreters for cruise industry

Staff Interpreter – LifeLinks, 2007-2008
VRS Interpreter

Call Center Supervisor – HOVRS, 2003-2006
VRS call Center for 4 centers throughout the West Coast
Interpreter supervision, HR, hiring, providing workshops

Department of Defense, Overseas Educational Activity, 2000-2001
Educational Interpreter, GS9, Vilseck, Germany

Community Interpreting – Freelance, various agencies 1997-present

Education

2003 – Santa Rosa Jr College, AA Gen
2008 – Alameda University, BA Sociology, MA Gen

Certification

RID – CI CT 1996
RID – NIC Master 2006

ASL Community Involvement

ASL Comedy Performer, 2002-present
Workshop Presenter, 2004-present
Founder of non-profit, 2010-present
AKRID Secretary 1996, SavRID 2002

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") executed this 3 day of Aug, 09, is between CSDVRS, LLC ("CSDVRS") and Sign Language Access Inc., d/b/a CALLVRS ("CALL")

1. Services

1.1 Scope

CALL and CSDVRS hereby agrees to provide the services, including any reports, documentation and/or other deliverables (the "Services"), described in any Statement of Work ("SOW") jointly executed by the parties in accordance with the Agreement. This Agreement sets forth the terms and conditions pursuant to which CALL or CSDVRS, as applicable, will provide the Services described in each SOW.

1.2 Statement of Work

From time to time during the term of this Agreement, CALL and CSDVRS may mutually agree on the scope of specific Services to be rendered by CALL and CSDVRS. The Services to be so rendered by either CALL or CSDVRS shall be described in a SOW in substantially the form attached hereto as Exhibit B. Each SOW shall be executed by an authorized representative of each party. Upon the joint execution of a SOW, CALL and CSDVRS will be obligated to render the Services described in such SOW in accordance with the terms and conditions of this Agreement and such SOW.

1.3 Prior Agreements

This Agreement and attached SOWs supersede and replace all previous agreements between the parties hereto.

2. TERM

2.1 The initial term of this Agreement shall be for a period of five (5) years from the Effective Date (the "Term"). The Term is subject to early termination pursuant to Paragraph 16 or extension pursuant to Paragraph 2.2.

2.2 The following provides for an extension of the Agreement for an additional three (3) years after the end of the initial five (5) years of the Term:

- (a) If CALL desires to extend this Agreement beyond the five (5) year period, it shall give notice to CSDVRS of its intent to do so, such notice to be given no later than two hundred seventy (270) days before the date on which the Term is scheduled to expire.
- (b) If CSDVRS, having received such notice of CALL's desire to extend, agrees that the Term should be extended, it shall give notice to CALL of its agreement to do so, such notice to be given within 30 days after receiving CALL' intent to extend the agreement.
- (c) If both parties express their intent to extend, they will negotiate in good faith to adjust the terms of the Agreement as it will be applicable to an extension period of three (3) years. In these negotiations, the parties will take into account changes in reimbursement rates, FCC

rules and all other relevant factors.

- (d) Once the parties have agreed on all of the adjustments to be made to the Agreement, they will execute an extension agreement extending the Term of this Agreement with such mutually agreed-upon adjustments.
- (e) Pursuant to section 2.2.b, if CSDVRS chooses to not extend the Agreement with CALL, CALL shall be free to enter negotiations with other VRS service providers no sooner than 150 days prior to the termination of this Agreement.

3. Federal Communications Commission Requirements

CALL acknowledges that the Federal Communications Commission ("FCC") requires that "providers seeking compensation from the Fund may not offer consumers financial or other tangible incentives, either directly or indirectly, to make relay calls." CALL also acknowledges that the FCC has further stated that providers who offer such programs or otherwise engage in offering such incentives to make relay calls, or misusing customer information, will be ineligible for compensation from the Fund. CALL agrees to abide by these, and any other, FCC prohibitions. The FCC lists new examples of such incentives to include (but not limited to):

- sweepstake giveaways (*e.g.*, the relay user earns chances to win a prize with each call made)
- sponsorships tied to service usage
- charitable contributions by a provider based on calls made
- charitable contributions or other gifts or payments by a provider based on failure to meet specific performance standards.
- offering financial incentives or rewards to register with the provider, add the provider to the consumer's speed dial list, or to become a provider's "VIP" customer.
- programs tied to the consumer giving the provider feedback about the quality of the call.
- Calling a consumer and requiring, requesting, or suggesting that the consumer make VRS calls.
- Conditioning the use or possession of video equipment or equipment upgrades on the consumer making relay calls through its service or the service of any other provider.
- Using a consumer or call database to contact TRS users for lobbying or any other purpose.

3.1 Liability to FCC/NECA

CALL agrees to abide by these and any other FCC prohibitions against the unauthorized generation of VRS minutes and agrees to be held liable for violation(s) of said incentives that are caused by its actions.

In the event CSDVRS, its officers, directors, employees, or agents are penalized by the FCC or the

National Exchange Carriers Association ("NECA") for any act or omission by CALL, its agents and employees, CALL will be liable for any profit loss adjustments, interest penalties, equitable damages caused to CSDVRS' brand name, and/or any other form of Financial damages caused to CSDVRS.

In the event CALL, its officers, directors, employees, or agents are penalized by the FCC or NECA for any act or omission by CSDVRS, its agents and employees, CSDVRS will be liable for damages caused to CALL.

Limitation of Liability. No party shall be liable to the other party for any damages in excess of those incurred by the injured party.

4. Marketing

CSDVRS and CALL agree that prior to using the other party's name or logo in any such marketing or advertising, it shall provide a sample of such written materials to the other party for approval. CSDVRS and CALL agree that they shall not use the name or logo, or otherwise seek to identify the other party in marketing or advertising without the prior written consent of the other party (which consent shall not be unreasonably withheld).

5. Indemnification and Hold Harmless Provision

5.1 CALL waives, releases, and absolves from liability, and agrees to indemnify, protect and hold harmless CSDVRS, its officers, directors, employees, and agents, against any liability, claim, or expense arising from any negligent or intentional act or omission by CALL, its agents and employees, in connection with this agreement and the services performed hereunder.

5.2 CSDVRS waives, releases, and absolves from liability, and agrees to indemnify, protect and hold harmless CALL, its officers, directors, employees, and agents, against any liability, claim, or expense arising from any negligent or intentional act or omission by CSDVRS, its agents and employees, in connection with this agreement and the services performed hereunder.

5.3 The parties specifically agree that the indemnifications set forth in Sections 5.1 and 5.2 above extend to any penalties that may be asserted by the FCC or NECA that arise from or are attributable to any act or omission of CSDVRS or CALL, officers, directors, employees, and agents.

5.4 Limitation of Liability. No party shall be liable to the other party for any damages in excess of those incurred by the injured party.

6. Prohibition of Assignment

It is understood by both parties that CSDVRS' willingness to enter into this Agreement is based on the

individual skills and characteristics of CALL. Accordingly, CALL may not assign, in whole or in part, any duties placed on CALL by virtue of this agreement, unless CSDVRS consents to such assignment in writing at least 30 days prior to such assignment.

It is understood by both parties that CALL' willingness to enter into this Agreement is based on the individual skills and characteristics of CSDVRS. Accordingly, CSDVRS may not assign, in whole or in part, any duties placed on CSDVRS by virtue of this agreement, unless CALL consents to such assignment in writing at least 30 days prior to such assignment. Such assignment shall not be unreasonably withheld.

7. Status of Parties

The relationship of CALL and CSDVRS to each other under this Agreement is that of independent contractors providing services and products to each other. Nothing herein shall be construed to create any partnership, joint venture, agency, or employment relationship of any kind. Neither party has any authority under this Agreement to assume or create any obligations on behalf of, or in the name of the other party, or to bind the other party to any contract, agreement or undertaking with any third party.

8. Professional Responsibility

Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services in accordance with its independent and professional judgment. Each party agrees that it shall perform its services in a good and workmanlike manner and in accordance with general industry standards.

9. Benefits Not to be Provided

Except for the payments for services rendered pursuant to this Agreement, CSDVRS shall not provide any benefits to CALL or its agents. Any and all claims for insurance, unemployment benefits and or claims for worker' compensation benefits are hereby expressly waived by CALL, who agrees to maintain separate policies of liability, health, and accident insurance as may be necessary in connection with the performance of its duties herein. CALL will produce proof of insurance for worker's compensation and liability to CSDVRS, if requested.

10. Confidentiality/Transparency

10.1 Both parties shall comply with all applicable laws concerning confidentiality (e.g. regarding the existence and content of conversations) and the National Interpreter Certification Code of Professional Conduct are adhered to.

10.2 Prior to the beginning of a Qualified VI's training under this Agreement, CALL shall require each such Qualified VI to execute the Intellectual Property and Confidentiality Agreement, an agreed form of which is attached to this Agreement as Exhibit A. It is also understood that CSDVRS has all of their VIs sign Exhibit A prior to beginning work for CSDVRS.

a. CALL and CSDVRS each agree not to use any customer information acquired from the other

party's database or while processing calls for the purposes of marketing, selling, and/or providing outreach services to each other's customers.

- b. **CALL** will not market any derivative of the **CALL** brand to **CSDVRS** customers while processing a call from, or to, a **CSDVRS** customer. **CSDVRS** will not market any derivative of the **CSDVRS** brand to **CALL** customers while processing a call from, or to, a **CALL** customer.
- c. Breach of confidentiality or above agreements may result in termination of the agreement pursuant to Paragraph 16.1 as well as the assessment of all legally available damages, including punitive damages.
- d. **CSDVRS** and **CALL** reserve the right to request removal of any Qualified VI from contract order performance for a breach of confidentiality.
- e. Qualified VIs are required to remain transparent at all times during a call. Qualified VIs shall not counsel, advise, or interject personal opinions during a call.
- f. Notwithstanding the requirements of paragraph 10. g. below, the FCC has mandated a basic form of 911 Service. **CALL**'s VIs shall follow **CSDVRS**'s 911 procedures when handling these types of calls, which will require **CALL**' VIs to serve as facilitators for emergency communications.
- g. Furthermore, notwithstanding the requirements of this paragraph, in support of any Homeland Security or similar state emergency response program, the Qualified VIs may be required, by a policy mutually agreed upon by **CSDVRS** and **CALL**, to serve as facilitators for emergency communications.

11. Exclusivity and Non-Compete

- 11.1 During the term of this Agreement, **CALL** shall not directly or indirectly own, operate, manage, control or participate in the management of or control of any business that engages in **VRS** within the United States, unless that business is, or has a contract with, either **CSDVRS** or a wholly owned subsidiary of **CSDVRS**. **CALL** shall be released of this restriction in the event that **CSDVRS** is no longer in the business of providing **VRS**.
- 11.2 **CALL** may subcontract with other Interpreting Agencies to provide staffing for any of **CALL** call centers to meet **CALLVRS** demand as long as these agencies do not currently have, or will have, contracts to provide similar services to other **VRS** Providers. It is further understood that these Interpreting Agencies shall not process **CSDVRS** calls.
- 11.3 **CALL** may not open any new call center that resides within a 200 mile radius of an existing **CSDVRS** call center. Upon written request to **CSDVRS** and subject to **CSDVRS**' approval, **CALL** may open a call center that resides within a 100 mile radius of an existing **CSDVRS** call center.
- 11.4 **CSDVRS** may not open any new call center that resides within a 200 mile radius of an

existing CALL call center. Upon written request to CALL and subject to CALL' approval, CSDVRS may open a call center that resides within a 100 mile radius of an existing CALL call center.

- 11.5 Subject to Paragraph 11.6 below, the restrictions imposed on CALL by Paragraph 11.1 shall be extended until the first anniversary of the last day of the Term in the following circumstances:
- a. If the Term is terminated by CSDVRS pursuant to Paragraph 16.1(a) because of uncured default by CALL or pursuant to Paragraph 16.1(b) because of bankruptcy, or insolvency or reorganization of CALL.
 - b. If the Term expires at the end of five (5) years with CALL not having given notice pursuant to Paragraph 2.2(a) of its desire to extend the Term.
- 11.6 Notwithstanding Paragraph 11.5 above, CALL may engage during the one (1) year period after the end of the Term in activities otherwise proscribed by Paragraph 11.1 if CALL pays to CSDVRS a fee, calculated as set forth on the attached Schedule #1, for each CALLVRS or (like brand) Conversation Minute billed to NECA by it or any other organization through which it is providing CALLVRS or (like branded) services during such one (1) year period. The fee will be calculated on a monthly basis and paid to CSDVRS within ten (10) business days of receiving NECA's payment for that month. This fee will only apply towards CALLVRS or (like branded) minutes.

12. Confidentiality Regarding Agreement

CALL and CSDVRS each represents and agrees that it will keep the terms of this Agreement confidential and that it will not disclose any information concerning this Agreement to anyone, except for its attorney or accountant, who shall themselves be committed to keep this Agreement confidential. Upon written request to CSDVRS and subject to CSDVRS' approval, whose approval shall not be unreasonably withheld, CALL may disclose this Agreement to the CSDVRS approved advisor.

13. Confidential Information

- 13.1 CALL and CSDVRS hereby each agrees that it has had access to, is aware of, or will have access to, certain confidential, restricted or proprietary information regarding the other party, its employees and business practices ("Confidential Information"). Each party undertakes and agrees that it shall have a duty to each other, and any affiliates, to protect such information from use and disclosure, including requiring all of its employees engaged in working directly with the other party, to sign the Intellectual Property and Confidentiality Agreement attached as Exhibit A hereto.
- 13.2 Confidential Information shall include, without limitation, technical information regarding the business and operation of VRS and/or CSDVRS and CALL; marketing strategies or plans; employees and customers; customer and supplier lists; pricing policies; product or service development techniques or plans; the name or names of any company or business which, in whole or in part, together with all analyses or information related to VRS, CSDVRS or CALL; provided, however, that the term Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of

disclosure by CSDVRS, CALL or their employees; or (ii) is general knowledge in the telecommunications business and not specifically related to the VRS Product.

- 13.3 Notwithstanding the foregoing, CSDVRS and CALL may disclose and discuss Confidential Information with its legal and tax advisors as it deems appropriate. CSDVRS and CALL shall also be entitled to disclose such Confidential Information as is required in connection with any legal proceedings, and each party shall give the other prior written notice of such disclosure at least forty-eight (48) hours before such disclosure is made, if possible; but in no case more than twenty-four (24) hours after such disclosure is made.
- 13.4 During the term of this Agreement and at all times thereafter, without the other party's prior written consent, CSDVRS and CALL shall keep secret and retain in strictest confidence, shall not disclose to any person or entity, and shall not use for the benefit of itself or others, all Confidential Information, whether prepared by it or others and belonging to CSDVRS or CALL or subject to any agreement relating to confidentiality by which CSDVRS or CALL is bound and to which CSDVRS and CALL has been advised of and has reviewed prior to agreeing to be bound thereto. CSDVRS and CALL will not directly or indirectly use such information other than as directed by CSDVRS and/or CALL. Upon termination of this Agreement for whatever reason, with or without cause, CSDVRS and CALL will promptly deliver to the other party all equipment related to and all originals and copies (whether in note, memo or other document form or on video, audio or computer tapes or discs or otherwise) of Confidential Information that is in its possession, custody or control, whether prepared by it or others.

14. Non-Solicitation

- 14.1 During the term of this Agreement and for a period of one (1) year after termination, CALL shall not, directly or indirectly through another person or entity (i) induce or attempt to induce any person or entity that has a relationship with CSDVRS or its affiliates to leave CSDVRS' employ, or in any way interfere with the relationship between CSDVRS and any such persons or entities; or (ii) recruit, solicit, retain, hire, or attempt to do any of the foregoing with respect to, any agents of CSDVRS, whether or not employees, until six (6) months after the date such person has last provided any services for CSDVRS.
- 14.2 Similarly, during the term of this Agreement and for a period of one (1) year after termination, CSDVRS shall not, directly or indirectly through another person or entity (i) induce or attempt to induce any person or entity that has a relationship with CALL or its affiliates to leave CALL' employ, or in any way interfere with the relationship between the CALL and any such persons or entities; or (ii) recruit, solicit, retain, hire, or attempt to do any of the foregoing with respect to, any agents of CALL, whether or not employees, until six (6) months after the date such person has last provided any services for CALL.

15. Remedies

In the event of any violation of Sections 10, 11, 12, 13, 14 and 25 of this Agreement, the non-defaulting party shall be entitled to maintain an action for damages and permanent injunctive relief against the defaulting party, and shall further be entitled to preliminary injunctive relief, it being agreed that the non-

defaulting party will sustain substantial and irreparable damages the existence and amount of which would be impossible to ascertain in advance; but such remedies shall be cumulative and shall not preclude the non-defaulting party from any other remedies at law or in equity resulting from a breach of said Paragraph.

The parties hereto agree that the restrictions hereunder are reasonable and reasonably necessary to protect the interests of the parties and agree that in the event a Court of competent jurisdiction determined the term or areas of this covenant to be in excess of those which are reasonable, then the term and/or areas determined to be reasonable by said Court shall be the area and term enforceable in accordance with the provisions hereof.

16. Termination

16.1 Either party may terminate this Agreement at any time by giving written notice, effective immediately, upon the occurrence of any of the following events:

- (a) A party (the "Defaulting Party") fails to discharge any obligation or remedy any default under this Agreement, for a period of more than thirty (30) calendar days after the other party has given such party written notice of such failure, but only if such failure has not been remedied at the time the Non-Defaulting party gives such notice of termination; or
- (b) The other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to the bankruptcy laws.

16.2 Funding Termination. In the event that CSDVRS is unable to perform its obligations hereunder as a result of termination or reduction of funding, NECA, government or otherwise, CSDVRS may provide 60 days prior written notice to CALL of such funding matter and this Agreement shall thereafter terminate.

16.3 Termination by FCC Order. In the event the FCC should invalidate or otherwise prohibit third party billing or contractual relationships such as that encompassed by this Agreement, the Parties agree that this Agreement shall terminate as of the effective date of any FCC order, rule, or regulation effectuating such termination.

16.4 Upon Expiration or termination of the Term:

- (a) The parties shall remain liable to each other for payment for all Services provided prior to the end of the Term.
- (b) The following provisions of this Agreement shall remain in force: 5, 10, 11, 12, 13, 14, 17, 21 and 25.

17. Governing Law and Choice of Forum

This agreement shall be construed in accordance with the laws of the State of Florida, without regard to its choice of law and/or conflict of law provisions. Additionally any disputes related to or arising out of this agreement shall be resolved in a state court of competent jurisdiction located within Pinellas County

in the State of Florida, or a federal court for the Middle District of Florida, Tampa Division.

18. Force Majeure

- 18.1 In the event that either party hereto is delayed or hindered in the performance of any act required by the Statement of Work, service level agreement or this Agreement (including the appendices) by reason of strike, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, natural disaster, riots, sabotage, terrorist act, insurrection, war, act of God, or other reasons of a like nature not the fault of such party ("Force Majeure Event"), then the performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay, up to a maximum of one (1) month. Neither CSDVRS nor CALL shall be liable for any failure to perform any of their respective obligations under this Agreement when such failure is caused by or results from Force Majeure Event; provided, that (a) the party who has suffered a Force Majeure Event shall (i) immediately notify the other party of the occurrence and nature of such event and (ii) use its best efforts to continue performing its obligations under this Agreement.
- 18.2 To ensure that CALL is reasonably protected against the adverse effect of CSDVRS' service being disrupted for an extended period of time due to natural disaster or other force majeure event, CSDVRS shall develop a disaster recovery plan whereby it will be able to continue, or re-start, its operations on an expeditious basis after the occurrence of a force majeure event. CSDVRS shall provide CALL with a copy of such disaster recovery plan, and periodic modifications thereto. The initial disaster recovery plan will be delivered to CALL within 90 (ninety) days of signing the agreement, and any periodic modifications within 30 (thirty) days of implementation.

19. Equitable Adjustment for CSD Network Failures

CSDVRS will work with CALL on a case-by-case basis to make an equitable adjustment in the event of a CSDVRS controlled platform failure exclusive to a CALL call center of four hours or more. Equitable adjustments may be accommodations in service level, payment, or other suitable adjustment, at CSDVRS' election.

In order to best ensure platform integrity, CSDVRS operates a redundant VRS platform.

All other failures are the responsibility of the CALL. By way of illustrative example only, and not limitation, other failures may include loss of electrical power and facility related issues such as loss of heat or air-conditioning (without regard to lessee).

20. Severability

Any part of this agreement that is declared unenforceable or otherwise contrary to law is to be severed from the agreement, with the remaining portion of the agreement to continue in full force and effect as if the severed portion was originally never included.

21. Notice and Contacts

Except as otherwise specifically provided herein, any notice, consent, demand or other communication to be given under or in connection with this Agreement or any SOW shall be in writing and shall be deemed duly given when (1) delivered personally, (2) when transmitted *and received* by facsimile transmission, (3) one day after being deposited with Federal Express or other nationally recognized overnight delivery service or (4) three days after being mailed by first class mail, postage prepaid, properly addressed, to the address set forth below.

To CSDVRS: CSDVRS, LLC
 ATTN: Aaron Wegehaupt
 600 Cleveland St., Suite 1000
 Clearwater, FL 33755
 (727) 254-5618 (office)
 (727) 443-1537 (facsimile)

To CallVRS: CallVRS

22. Software Licenses

CALL acknowledges that the software resident on the VRS platform, including but not limited to the VI workstations and other peripherals, is the property of CSDVRS. CALL is granted a sub-license to use the software for the exclusive purpose of providing VRS services only. CALL will not add to, modify, reverse engineer, and/or decompile any software residing on the VI workstation without the express written consent of CSDVRS.

23. Counterparts

This Agreement and each SOW may be executed in one or more counterparts and all such counterparts shall be treated as the same binding Agreement. In any litigation between the parties, a photocopy or photocopies of this Agreement, showing execution by the parties, shall be accepted into evidence as a true copy of the terms of this Agreement.

24. Right of First Refusal

(a) CALL shall not accept an offer (the "Bona Fide Offer") to sell, transfer, or otherwise dispose of all or substantially all of its business assets, or undertake any action which would result in a change in ownership of CALL (the "Interest") without allowing CSDVRS to match the Offer. If any Member receives a Bona Fide Offer (as defined herein) and wishes to accept such offer, CALL shall first notify CSDVRS and CSDVRS shall have an option to match the offer at the same price and upon the same terms and conditions as are contained in the Bona Fide Offer. The notice shall contain a true and complete copy of the Bona Fide Offer, setting forth the price and all terms and conditions with the names, addresses and business or other occupations of the offeror or offerors. For purposes of this Agreement, the term "Bona Fide Offer" shall mean a bona fide offer in writing from an independent unaffiliated party (who must be financially capable of carrying out the terms of such Bona Fide Offer) (a "Transferee"), in a form legally

enforceable against such offeror or offerors.

(b) In the event that a Bona Fide Offer has been received, and notice has been sent by CALL to CSDVRS for a period of thirty (30) days from receipt of such notice, CSDVRS shall have the right, at its sole option to purchase all of the Interest. If CSDVRS fails to exercise its option hereunder within such thirty (30) days, CSDVRS's option shall lapse.

(c) In the event that CSDVRS shall have elected to purchase all of the Interest, CSDVRS shall give CALL written notice of such election, which notice shall specify the closing date and time when CSDVRS shall purchase the Interest, which closing shall occur no later than thirty (30) days after the expiration of the 30-day period described above.

(d) In the event that CSDVRS shall not elect to purchase all of the Interest or their option period shall lapse, CALL shall have the right to accept the Bona Fide Offer in whole (but not in part) and sell the Interest, but only in strict accordance with all of the provisions of the Bona Fide Offer.

25. Code of Ethics

CALL acknowledges that CSDVRS operates pursuant to an established Code of Ethics, a copy of which is attached hereto as Exhibit "C." CALL hereby affirms that it will adhere to the CSDVRS Code of Ethics and will ensure compliance thereto by the entirety of its officers, directors, employees, contractors, and agents.

IN WITNESS THEREFORE, the parties have executed this Agreement as of the date ascribed hereto.

CallVRS

CSDVRS

Emile P. Wan

By:
Its: President

A. Wight

By: ~~Sean Belanger~~ Aaron Wegehaupt
Its: ~~President & CEO~~ VP of Operations

Aug 3, 09
Date

8/5/09
Date

Schedule #1 To Master Services Agreement

Fee to be paid by CALL to CSDVRS if required by Section 11.6

Applicable NECA Rate	(a)	
Times	(b)	6.0%
Fee Per Minute	(c)	(a) x (b)
Times Conversation Minute/Month ⁽¹⁾	(d)	
Total Fee Due to CSDVRS (the "Fee")		(c) x (d)

(1) The applicable conversation minutes shall be capped at 150,000 minutes per month.

* The fee will be calculated on a monthly basis

EXHIBIT "A"**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

~~Effective as~~ of the first day of my employment with CSDVRS, LLC, a Delaware limited liability company (the **Company**), or its subsidiary, CSDVRS Management Services, Inc., a Delaware corporation (**CSDVRS Management**), the following confirms an agreement between the Company and me, the individual identified on the signature page to this Agreement. This Agreement is a material part of the consideration for my employment and continued employment by the Company or CSDVRS Management, as applicable. In exchange for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **NO CONFLICTS.** I have not made and agree not to make any agreement, oral or written, that is in conflict with this Agreement or my employment with the Company or CSDVRS Management, as applicable. I will not violate any agreement with or the rights of any third party. When acting within the scope of my employment (or otherwise on behalf of the Company or CSDVRS Management), I will not use or disclose my own or any third party's confidential information or intellectual property (collectively, *Restricted Materials*), except as expressly authorized by the Company or CSDVRS Management in writing. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. **INVENTIONS.**

a. **Definitions.** *Intellectual Property Rights* means, but is not limited to, any and all patent rights, copyright rights, mask work rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world (including any application therefor). *Invention* means, but is not limited to, any idea, concept, discovery, invention, development, technology, work of authorship, trade secret, software, firmware, tool, process, technique, know-how, data, plan, device, apparatus, architecture, specification, design, circuit, layout, mask work, algorithm, program, code, documentation or other material or information, tangible or intangible, whether or not it may be patented, copyrighted or otherwise protected (including all versions, modifications, enhancements and derivative works thereof).

b. **Assignment.** To the fullest extent under applicable law, the Company shall own all right, title and interest in and to all inventions (including all Intellectual Property Rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company or CSDVRS Management, as applicable, and which arise out of research or other activity conducted by, for or under the direction of the Company or CSDVRS Management (whether or not conducted at the Company's or CSDVRS Management's facilities, during working hours or using Company or CSDVRS Management assets), or which relate to any Proprietary Information (as defined below). I will promptly disclose and provide all of the foregoing inventions (the *Assigned Inventions*) to the Company. I hereby make and agree to make all assignments to the Company necessary to accomplish the foregoing ownership. Assigned Inventions shall not include any invention (i) that I develop entirely on my own time, without use of any Company or CSDVRS Management assets and (ii) which does not relate to any Proprietary Information. Also, in the case where I am concurrently a student at, or employed as research staff or a faculty member of, any college or university (*University*), then Assigned Inventions shall not include any invention that (i) is owned by University pursuant to any inventions agreement between me and University or otherwise and (ii) does not arise out of research or other activity conducted by me for, or under the direction of, the Company or CSDVRS Management.

c. **Assurances.** I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company as my agent and attorney-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

d. **Other Inventions.** If I wish to clarify that something created by me prior to my employment that relates to the Company's or CSDVRS Management's actual or proposed business is not within the scope of this Agreement, I have listed it on Appendix A. If (i) I use or disclose any Restricted Materials when acting within the scope of my employment (or otherwise on behalf of the Company or CSDVRS Management), or (ii) any Assigned Invention cannot be fully made, used, reproduced or otherwise exploited without using or violating any Restricted Materials, I hereby grant and agree to grant to the Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such Restricted Materials and Intellectual Property Rights therein. I will not use or disclose any Restricted Materials for which I am not fully authorized to grant the foregoing license.

e. **Moral Rights.** To the fullest extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, *droit moral* or the like (collectively, *Moral Rights*). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company.

3. **PROPRIETARY INFORMATION.** I agree that all Assigned Inventions and all other business, technical and financial information, including the identity of and information relating to the Company's or CSDVRS Management's employees, Affiliates and Business Partners (as such terms are defined below), which I develop, learn or obtain during my employment that relate to the Company or CSDVRS Management or the business or demonstrably anticipated business of the Company or CSDVRS Management, or that are received by or for the Company or CSDVRS Management in confidence, constitute *Proprietary Information*. I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. Proprietary Information will not include information that I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to the Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (a) my compensation records, (b) materials distributed to shareholders generally and (c) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to the Company's or CSDVRS Management's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, electronic mail messages and voice messages), and that my activity and any files or messages on or using any of these systems may be monitored at any time without notice.

4. **RESTRICTED ACTIVITIES.** For the purposes of this Section 4, the term Company includes the Company, CSDVRS Management and all other persons or entities that control, are controlled by or are under common control with the Company or CSDVRS Management (*Affiliates*).

a. **Definitions.** *Any Capacity* includes, without limitation, to (i) be an owner, founder, shareholder, partner, member, advisor, director, consultant, contractor, agent, employee, affiliate or co-venturer, (ii) otherwise invest, engage or participate in, (iii) be compensated by or (iv) prepare to be or do any of the foregoing or to assist any third party to do so; *provided*, that the term *Any Capacity* will not include being a holder of less than one percent (1%) of the outstanding equity of a public company. *Business Partner* means any past, present or prospective customer, vendor, supplier, distributor or other business partner of the Company with which I have contact during my employment. *Cause* means to recruit, employ, retain or otherwise solicit, induce or influence (or to attempt to do so). *Solicit* means to (i) service, take orders from or solicit the business or patronage of any Business Partner for myself or any other person or entity other than the Company, (ii) divert, entice or otherwise take away from the Company the business or patronage of any Business Partner, or to attempt to do so, or (iii) to solicit, induce or encourage any Business Partner to terminate or reduce its relationship with the Company.

b. **Acknowledgments.** I acknowledge and agree that (i) the Company's business is highly competitive, secrecy of the Proprietary Information is of the utmost importance to the Company and I will learn and use Proprietary Information in performing my work for the Company and (ii) my position will require me to establish goodwill with Business Partners and employees on behalf of the Company and such goodwill is extremely important to the Company's success.

c. **As an Employee.** During my employment with the Company, I will not, directly or indirectly (i) Cause any person to leave his or her employment with the Company (other than terminating subordinate employees in the course of my duties for the Company), (ii) Solicit any Business Partner or (iii) act in Any Capacity in or with respect to any commercial activity that competes or is reasonably likely to compete with the Company (a *Competing Business*).

d. **After Termination.** For the period of 1 year immediately following termination of my employment with the Company (for any or no reason, whether voluntary or involuntary), I will not, without the prior written consent of the Company, directly or indirectly (i) Cause any person to leave his or her employment or contractual relationship with the Company, or (ii) Solicit any Business Partner or Affiliate of the Company.

e. **Enforcement.** I understand that the restrictions set forth in this Section 4 are intended to protect the Company's interest in its Proprietary Information and established relationships and goodwill with employees and Business Partners, and I agree that such restrictions are reasonable and appropriate for this purpose. If at any time any of the provisions of this Section 4 are deemed invalid or unenforceable or are prohibited by the laws of the state or place where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement. The Company and I agree that the provisions of this Section 4, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included.

5. **EMPLOYMENT AT WILL.** I agree that this Agreement is not an employment contract for any particular term. I have the right to resign and the Company or CSDVRS Management, as applicable, has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. This Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of the Company or CSDVRS Management, I have obligations which are not described in this Agreement. However, the terms of this Agreement govern over any such terms that are inconsistent with this Agreement, and supersede the terms of any similar form that I may have previously signed. This Agreement can only be changed by a subsequent written agreement signed by the President of the Company (or authorized designee).

6. **SURVIVAL.** I agree that my obligations under Sections 2, 3 and 4 of this Agreement shall continue in effect after termination of my employment, regardless of the reason, and whether such termination is voluntary or involuntary, and that the Company is entitled to communicate my obligations under this Agreement to any of my potential or future employers. My obligations under Sections 2, 3 and 4 also shall be binding upon my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company, its Affiliates, successors and assigns. This Agreement may be freely assigned by the Company to any third party.

7. **GENERAL PROVISIONS.** This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written) between me and the Company or CSDVRS Management about the subject matter of this Agreement. any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Florida without regard to the conflict of laws or choice of laws provisions thereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable. I also understand that any breach or threatened breach of this Agreement will cause irreparable harm to the Company for which damages would not be an adequate remedy, and, therefore, the Company will be entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies.

Appendix A

PRIOR MATTERS

EXHIBIT "B"**Statement of Work No. 1 to
Master Services Agreement**

This Statement of Work No. One (this "SOW") is attached to and made a part of the Master Services Agreement (the "Agreement") effectively dated Aug 30 09 by and between CSDVRS, LLC ("CSDVRS") and Sign Language Access, Inc., d/b/a CALLVRS ("CALL"). Unless otherwise defined herein, each capitalized term used in this SOW will have the same meaning ascribed thereto in the Agreement.

RECITALS

WHEREAS, the MSA provides that CALL and CSDVRS will enter into certain Statements of Work to specify the services and products to be delivered to each other pursuant to the MSA.

WHEREAS, CSDVRS is the owner of the intellectual property and software components of a video relay service ("Service") which it has provided to CALL to enter into the Video Relay Service Industry ("VRS") utilizing a CALL supported brand defined as ("CALLVRS").

WHEREAS, CALL desires to contract with CSDVRS for billing, platform (whether current or future video call processing), and network support (wide area and local area network support). The VRS service will include support of Video Mail, and "Who Just Called" notification. CSDVRS shall also make available to CALL Platform specific features and will commit to implementing those features within 120 days of being offered by the CSDVRS service.

WHEREAS, this SOW is for English interpreting only. When requested, a CALLVRS Spanish service offering may be negotiated.

WHEREAS, CALL will provide the marketing, interpreting operations, and administrative services for the purpose of CALLVRS.

WHEREAS, CALL and CSDVRS contemplate that they will enter into one or more agreements for the provision of service and deliverables by CALL and CSDVRS. This SOW shall apply only to the provision of the service related to the provision of the video relay service "CALLVRS" or "AccessVRS" and any related deliverables. All other services or agreements shall be covered by separate SOWs or are identified as part of multiple SOWs.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. SERVICES

1.1. Scope of Services

During the entire Term, CALL agrees to exclusively use the technology provided by CSDVRS to provide its VRS service CALLVRS or AccessVRS and any related deliverables. CALL will not develop its own VRS service platform or deploy VRS service with a platform procured from a third party during the Term of this SOW.

1.2. Term and Termination

The term of this SOW shall commence on the date first set forth above and shall continue through the last day of the Term of the MSA.

1.3. CALL' Performance

- (a) CALL will perform the services in compliance with FCC regulation. CSDVRS may review CALL's performance; however, CSDVRS' review (or lack of review) will not be an acceptance of services, a waiver of any rights or warranty or preclude CSDVRS from rejecting non-compliant services. CALL personnel will have the requisite experience, expertise, skills, knowledge, training and education to perform services in a professional manner and in compliance with FCC Regulations. CALL shall comply with all applicable laws and the Professional Code of Conduct regarding confidentiality of the existence and content of VRS conversations
- (b) CALL shall be responsible for securing the location and space for video interpreting call center(s) in 1700 Nursery Rd Clearwater, FL 33756 (the "Call Centers").
- (c) CALL shall be responsible for all expenses and consumables to support CALL staff in each call center.

1.4. CSDVRS's Performance

CSDVRS will perform its services and administrative services in accordance with this SOW and in compliance with the FCC Regulations. CSDVRS personnel will have the requisite experience, expertise, skills, knowledge, training and education to perform services in a professional manner and in accordance the FCC Regulations. All Services provided by CSDVRS will be of a quality and timeliness equal to or above industry standard.

- (a) CSDVRS will bill and collect from the Interstate TRS Fund administered by the National Exchange Carriers Administration (NECA) for CALLVRS service.

- (b) CSDVRS will provide the platform that processes video calls and audio calls to enable all technical aspects of CALLVRS. This includes reporting of the billable minutes. CSDVRS will provide access to the platform and to the daily records of performance and all statistics available to CSDVRS specific to CALLVRS.
- (c) CSDVRS will support CALL with the following in order to access CALLVRS:
- (ii) Up to 10 URL addresses for video callers
 - (iii) One toll free access number for voice callers
 - (iv) Access to video mail software, including the "Who Just Called" feature.
- (d) At no upfront cost to CALL, CSDVRS will provide the *software* listed on Attachment 2 to this SOW for all workstations at the Call Centers (the "Equipment"). Pursuant to Section 22 of the MSA, CALL acknowledges that the Software located on either the VI workstation or residing on the platform, is the property of CSDVRS and that CSDVRS retains the rights and ownership of that property at all times.
- (e) If at any time during the Term any Hardware is no longer in serviceable condition, CSDVRS will, at the request of CALL, promptly repair or replace such defective Equipment. CALL will reimburse CSDVRS for the cost of that equipment Net 30 of delivery. If it is necessary to send a CSDVRS tech to install that equipment, CALL will reimburse CSDVRS 50% of all travel costs including but not limited to, airfare, lodging, toll fees, parking, and meals.
- (f) If at any time during the Term any Software is no longer in serviceable condition, or if CSDVRS has upgraded the Software, CSDVRS will, at no cost to CALL, upgrade and/or replace the software.
- (g) If at any time, CALL deems it necessary to lease and open additional Call Centers to support the CALL Video Relay Service, CSDVRS agrees to provide the same type, level and quality of services and Equipment to support any such new Call Center as specified in paragraphs (a), (b) and (c) above. CALL will pay in advance, with no mark-up to cost, for any Hardware necessary to support the additional Call Centers. In accordance with this SOW, CSDVRS will provide the software consistent with CALL' other Call Centers at no additional cost to CALL.
- (h) CSDVRS warrants that all Equipment that it provides to CALL will be (i) fully operational and (ii) of a level of quality and with functionality features and ease of use at least equal to that of other equipment used in the VRS industry by companies comparable to CSDVRS.

- (i) If during the Term CALL needs any additional URL in addition to the 10 URLs specified in paragraph 1.4(c) hereof, CSDVRS will accommodate such additional URLs at such additional cost to CALL upon which the parties may mutually agree, consistent with the terms of this Agreement.
- (j) Due to the extremely high costs associated with some International Calls, CSDVRS reserves the right to block International Calls to certain countries as part of this SOW. A listing of approved countries will be provided to CALL. In the event that CALL wishes to "Unblock" a country not listed, CSDVRS and CALL can negotiate reasonable terms to accommodate this request. Once CALL and CSDVRS come to terms on an agreed-upon cost, CSDVRS will support such outbound calls, and CALL will pay CSDVRS the agreed-upon cost for such calls.
- (k) If CALL desires to qualify as a common carrier, CSDVRS will provide CALL with advice and assistance in obtaining such status, but at no out-of-pocket cost to CSDVRS.

2. Compensation and Expenses

2.1. Compensation and Expenses

- (a) CSDVRS will pay CALL for services documented in its Reports on a per-conversation minutes processed basis. CSDVRS will bill separately the CALLVRS conversation minutes to the FCC. If this methodology is not accepted by the FCC as separate counting of conversation minutes for tiered rate payment calculation, then the CALLVRS conversation minutes will be billed after the accumulation of the CSDVRS billed minutes and be billed at the appropriate tier representing the lowest tiered reimbursement rate for the total minutes billed by CSDVRS. The per-conversation minute rate is listed in the document attached as "Attachment 1 to Exhibit B". CSDVRS will pay CALL for any CALLVRS minutes billed to NECA in accordance with a CALLVRS launch date of Sept 7, 09.

2.2. Invoicing

CALL acknowledges that, as a part of this SOW, CSDVRS will file for reimbursement for minutes through the Interstate TRS Fund. CSDVRS will make payment to CALL for services "CALLVRS" as identified on the Reports. Notwithstanding anything contrary herein, CSDVRS's payment to CALL is contingent upon the receipt of reimbursed amounts from the Interstate TRS Fund.

CSDVRS will bill NECA directly for CALLVRS minutes and pay CALL, by wire transfer of funds, within five (5) business days of receipt of the FCC payment.

Any invoices that are disputed in good faith will be due thirty (30) days after resolution of the dispute.

2.3. Taxes

Each party is solely responsible for payment of all federal, state, and local taxes on any income earned under this SOW.

2.4. Reports

Access to data for all CALLVRS Service Queues will be provided to CALL. Any and all data available will be provided to CALL, with a preliminary view of "today's results viewable in 48 hours." Training on how to pull necessary reports will be offered to CALL.

3. Relation to MSA

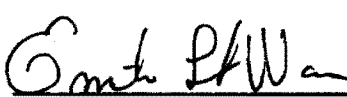
This SOW is an integral part of the MSA and shall be interpreted accordingly. All provisions of the MSA shall apply to this SOW unless specifically overridden hereby.

AGREED AND ACCEPTED:

CSDVRS, LLC

CALLVRS


By: **SEAN BELANGER** *Aaron Wegelant*
Its: **President & CEO** *VP of Operations*


By: _____
Its: **President**

Date: 8/5/09

Date: Aug 3 09

EXHIBIT "C"**CSDVRS CODE OF ETHICS****PREAMBLE**

The Americans with Disabilities Act of 1990, or ADA, is the federal law that created and mandated the use of telecommunications relay services (TRS). With the passage of the ADA, the Federal Communications Act and attendant federal regulations were amended to account for TRS service. Central to the federal laws concerning TRS were the issues of functional equivalency and confidentiality. Specifically, Section 225 of the Communications Act states that relay calls must be "functionally equivalent" to voice calls, and Section 705 of the Act states that all communications made through TRS must remain private and confidential.

The federal laws also charged the Federal Communications Commission (FCC) with setting up a means to reimburse TRS providers for calls made through their services. The FCC, in turn, issued a set of orders that prescribed the funding of companies like CSDVRS. Specifically, the FCC set up an Interstate TRS Fund, which the FCC oversees, that collects a small percentage of the annual revenues of interstate telephone and Voice Over Internet Protocol (VOIP) companies. The money in that fund is then paid out to TRS and video relay service (VRS) providers like CSDVRS for the calls that are handled. In this way, we are compensated for each minute an interpreter is engaged in support of VRS. The billable time for which we can be compensated is the time during which the interpreter is engaged in the call doing the actual interpreting (in support of functional equivalency). The call set up and any time the interpreter is not directly involved in a call is not billable.

CSDVRS markets services through many methods. The company will continue to use marketing and outreach to find people who have not yet started using VRS, but who can benefit from using this communication service. CSDVRS will also utilize marketing to convince people that our service will better meet their needs than the service of our competitors. We are driven as a company to continually improve and enhance our service, using advanced mainstream technologies that will better achieve functional equivalency and lead greater numbers of people to utilize our services. Our Wi-Fi enabled video phone is a good example of an advanced product that may be inviting to new customers. In this manner, we will promote our brand CSDVRS and the "Z" line of products and services.

VRS has and will continue to foster better communication between hearing and deaf people. We firmly believe that our service will broaden educational and employment opportunities for deaf people and will bring a better quality of life to the people who use our service. We will actively seek to support, market and enhance our service, but in doing so, we must make sure that we engage in these activities in ways that are in accordance with the ADA, the Communications Act, and FCC orders implementing the laws.

This Code of Ethics is designed to alert CSDVRS employees and contractors about practices that violate the principles of functional equivalency and privacy and are

therefore strictly prohibited by CSDVRS and by the Federal Communications Commission.

FUNCTIONAL EQUIVALENCY

Practically, functional equivalency means that a communication assistant, or interpreter, (the individual that relays a TRS conversation) is to a TRS call what a dial tone is to a voice call. This tenet of equivalency extends to not only to the basic functionality of a TRS call, but also to the day-to-day operations of the company. The basic rule that should be followed for VRS in regard to functional equivalency is this: VRS providers must be available to handle calls when consumers choose to make them, and should not be enticing consumers to make calls they might not otherwise make. As shown by the examples below, any program that offers any kind of financial incentive or reward for a consumer to place a TRS call that the consumer would otherwise not make, including arrangements that require a minimum level of usage, are not permitted within the principle of functional equivalency.

As a company, CSDVRS will not commit or tolerate fraud, cheating, or deceit in any way. Any employee or contractor who is not clear as to whether a specific practice is permissible under this Code of Ethics, the law, or the FCC rules, should seek clarity from someone in management, including the CEO. The "golden rule" applies in general within CSDVRS: if it appears questionable, it probably is not permitted. Ask yourself, does this seem right? Does it appear to be an ethical practice? Is it appropriate to participate in this activity? If it seems like it is not meeting these tests, or that it is an attempt to "beat the system," it is probably illegal and you should seek clarification from someone in management.

What follows are some examples of unethical or illegal practices under the law and FCC rules. Employees and contractors found committing any of the prohibited items listed in this Code of Ethics may be disciplined and that employee's employment or contract with CSDVRS may be terminated.

Impermissible Activities

Incentives or Rewards to Use VRS: No CSDVRS employee, contractor, or agent acting on behalf of CSDVRS will provide incentives or rewards to use our service. Example: We will not support a program or tell an individual customer that if he or she uses minutes of our service, we will give them something. This includes small rewards, such as a Starbucks card or a movie ticket, as well as larger items, such as computers. While we are permitted to promote and market our VRS brand by giving away promotional items such as T shirts, mouse pads, pens, or even more significant items such as videophones or other video equipment, we cannot and will not tie such "give-aways" to the use of our service. Among other things, we will not require users to make a minimum number of calls or reward users who have the most minutes for any past or future period with a prize. Similarly we will not use "point" systems, with points given for minutes, which can later be exchanged for rewards.

Surveys Producing Calls: CSDVRS will not conduct surveys that result in calls ~~being~~ made that would otherwise not have been made. We cannot use our own team or a third party to conduct a survey – via CSDVRS – about our business, in which deaf people ~~ask~~ questions of hearing people or hearing people ask questions of deaf people. This would create minutes that would not have been generated under normal circumstances.

Making Calls to Generate Minutes. An outreach person, an affiliate, and any other employee, contractor, or agent of CSDVRS will not make calls that they would not otherwise make in order to generate minutes. Any employee or contractor found generating minutes in this manner will be terminated immediately. Although our marketing and outreach people regularly undertake efforts to expand CSDVRS' share of the VRS market, these individuals should be focused on finding new customers or utilizing enhanced products to attract additional use of our service, not on getting customers to make calls they otherwise would not make.

Asking a friend or family member or hired third parties to make calls they would not normally make. CSDVRS and its employees, contractors, and agents will never ever ask anyone to make calls via CSDVRS that they would otherwise not make. In addition, although this is obvious, no one should ever pay someone – deaf or hearing – to make CSDVRS calls. This would constitute fraud, and in addition to termination from employment or contract, could subject the offending party to criminal prosecution.

Extending a call beyond its normal course: Just as CSDVRS will never make a call that would not otherwise be made, it will never extend a call to generate minutes.

Teleseminars: CSDVRS will not create an in-house teleseminar that utilizes VRS. For example CSDVRS management will not tolerate the creation and promotion of a teleclass on debt consolidation if the class is created by someone at CSDVRS. There are many third party teleseminars; when these have no attachment to CSDVRS, they are fine and may be handled by CSDVRS interpreters. For example, if the Bank of America put on a teleseminar for debt consolidation, it would be fine for deaf customers to call in through VRS.

Video privacy screens: CSDVRS will not permit the use of video privacy screens by deaf callers for extended periods of time unless it is disclosed that this is a voice carryover customer (VCO) with a VCO selected profile created. For example, callers should not be permitted to use video privacy screens when calling into conference calls, retrieving podcasts, or watching webcasts. The purpose of this limitation is to prevent callers from making fake calls, i.e., from leaving the call after being connected to the requested event. The interpreter must be able to see the calling party in order to ensure that the caller legitimately remains on the relay call. In the above example, connection to the Bank of America teleseminar would be fine, so long as the deaf customer remains visible to the interpreter as the call progresses. On a non-VCO call, if an interpreter is unable to see the calling party, he or she should notify a supervisor, who should terminate the call if unable to see the calling party.

Processing same-location calls: CSDVRS will not handle calls where all parties to the conversation are in the same room. Unlike VRS calls, which take place between individuals over distances, same room interpreting is called video remote interpreting (VRI). FCC rules prohibit VRS providers or interpreters from promoting or handling VRI calls. All of CSDVRS' interpreters are trained to identify and terminate a VRI call if they can see that both parties to the call are in the same room. Hiding from the screen or creating some other means of disguising a VRI call as a VRS call is also against CSDVRS and FCC rules.

Creating False Services: It is impermissible to create a new service that is designed to generate minutes. This could take many forms. One example would be using CSDVRS deaf employees to do telemarketing for a hearing company. Another example would be creating or hiring a third party company to telemarket for CSDVRS utilizing CSDVRS services.

Fake or Improper Interpreting: We have recently heard of some creative ways that interpreters working for other VRS providers have created or extended VRS minutes in order to add to their break times, extend performance measurement, or increase billing. For example, we have heard of interpreters calling into VRS repeatedly with their own cell phones until they connected to their own VRS station. In this scheme, the interpreter creates a closed VRS loop that requires no interpreting, but gives the appearance of being on a VRS call. We have also heard of interpreters calling into webcasts with one or more videophones, and leaving the lines open while allegedly, but not actually, interpreting such webcasts. These and similar practices are fraudulent and will not be tolerated. They will subject the employee or contractor to termination and could result in criminal prosecution.

New phones: As all of you know, CSDVRS has very exciting new phones coming to the market which we hope will attract new customers. We will provide these subsidized phones to VRS users, with priority first going to our customers. We will not and cannot ask customers to make more calls so they can get a phone faster or move up on a waiting list. Again the guideline for this, as for all our activities, is to prohibit efforts that attempt to get customers to make calls they would not have otherwise made. If customers move to CSDVRS because they like our phone, that is acceptable. However, if they make calls that they would not typically make, or if we encourage this type of behavior, that would be against our policy and FCC regulations.

Call Backs: VRS providers must answer calls only when a consumer chooses to make a call. The FCC does not allow providers to have customers reach a recorded message, ask the caller to leave information, and use that information to call the consumer back when the provider is able (or desires) to place the call. This type of call-back arrangement is not permitted because it allows the provider, not the consumer to be in control of when the call is placed. However, if the call connection between an interpreter and a caller is mistakenly dropped – for example, because of a technical break in the broadband connection – the interpreter is permitted to call the user back to re-connect the call.

Advance Reservations for Calls – CSDVRS will not allow VRS consumers to make advance reservations to be able to reach an interpreter without delay. This would be inconsistent with the functional equivalency mandates, and is more in line with VRI, which is a contracted service. Reaching a VRS interpreter is supposed to be the equivalent of picking up the phone and getting a dial tone. Calls must be handled in the order in which they are received, with the exception of emergency calls, which will be given priority over all other calls.

Selectively Answering Calls from Preferred Consumers or Locations – CSDVRS will not monitor incoming callers so as to give preference to certain customers or locations when handling calls. This would constitute a violation of functional equivalency. CSDVRS will handle incoming calls in the order in which they are received, with the exception of emergency calls, which will be given priority over all other calls.

International to International Calls – CSDVRS employees and contractors know and understand that all VRS calls must either originate (begin) or terminate (end) within the United States or one of its territories. Known International to International calls must be terminated by CSDVRS interpreters in accordance with CSDVRS policy and FCC orders. During the course of any VRS call, should an interpreter discover that the call is both originating and terminating in a foreign country or countries, allowing the call to continue is strictly prohibited, is in violation of law, and may lead to disciplinary actions.

Three-way Calling – Calls made by deaf users involving three or more individuals must include the participation of the deaf caller. A call which is clearly made solely for the purpose of connecting two hearing people must be terminated. One reason that such a call might be made is to enable the hearing participants to avoid long distance charges. If an interpreter believes that a three-way call has been made simply to facilitate calling between two hearing people, he or she should consult a supervisor, who should assess the situation and terminate the call if necessary.

These policies are not arbitrarily created, and are directly linked to and born from the Communications Act, the Code of Federal Regulations, and applicable FCC orders. Violation of any of these policies is a very serious offense and could subject the offending party to termination of employment with CSDVRS, termination of their contract relationship with CSDVRS, and even criminal prosecution.

PRIVACY AND CONFIDENTIALITY OF TRS CALLS

In light of functional equivalency, the law provides that the contents of a TRS communication must be maintained in complete confidence. Just as a dial tone would not reveal the contents of a voice call, so must an interpreter refrain from disclosing any information from a TRS call – this to maintain functional equivalency. Privacy and confidentiality is a matter that is taken very seriously by CSDVRS and the FCC, so it is vital that all CSDVRS employees, agents, and contractors understand and comply with this provision. The general rule is simply this: the contents of a VRS call are to remain

the private and confidential information of the callers and are not to be relayed to a third party by the interpreter.

Despite the nondisclosure rule, there do exist some minor exceptions within the regulations and FCC orders concerning what can be disclosed from a TRS call. Specifically, an interpreter on a VRS call can relay to *emergency officials only* (i.e. 911) what he or she sees on the VRS screen such as a fire, person in distress, etc. There also exist certain exceptions to the nondisclosure rule when the interpreter witnesses illegal acts. Specifically, an interpreter may relay information to the voice user about what they see in the context of all VRS calls (including evidence of illegal acts), in which case the voice user may contact the appropriate authorities. The FCC rules also state that no records can be kept of any TRS call, but an exception exists for 911 calls. In such instances, an interpreter may record what is seen or heard on a VRS call, but only for a reasonable amount of time after the call ends. Any such information gathered can only be released to emergency officials in the event that they call back.

But for the specific exceptions described above, all information relayed through our VRS service must and will remain confidential. Any knowing and willful violation will subject the offending party to immediate termination of employment and possible prosecution by federal authorities.

WHISTLE BLOWER POLICY

CSDVRS maintains a whistle blower policy with respect to this Code of Ethics. This policy allows any employee, agent, or contractor the ability to anonymously disclose to senior management any known or suspected violations listed in this Code of Ethics, or any other activity which you believe or know to be unethical, fraudulent, or otherwise inappropriate. Any whistle blower wishing to identify themselves will be permitted to do so, but no such identification is required as all disclosures under this policy will be treated confidentially. Following any disclosure made under this policy, we will promptly investigate any accusation of wrongdoing and we will immediately take any and all appropriate action to rectify the situation.

CONCLUSION

In conclusion, we all must realize that we do not need to violate any laws, regulations, or FCC orders in order to build a strong and successful company. Indeed, we are already building a successful company, and we are doing great things for the deaf community. At CSDVRS, we will continue to thrive as a company by doing it the right way, and at all times complying with orders, laws, and regulations that apply to our industry.

EXHIBIT "D"

Statement of Work No. 3 to Master Services Agreement

This Statement of Work No. Three (this "SOW") is attached to and made a part of the Master Services Agreement (the "Agreement") effectively dated 4/1/10, 2009 by and between CSDVRS, LLC ("CSDVRS") and Sign Language Access INC, d/b/a CALLVRS ("CALLVRS"). Unless otherwise defined herein, each capitalized term used in this SOW will have the same meaning ascribed thereto in the Agreement.

RECITALS

WHEREAS, the MSA provides that CALLVRS and CSDVRS will enter into certain Statements of Work to specify the services and products to be delivered to each other pursuant to the MSA.

WHEREAS, CSDVRS is the owner of the intellectual property and software components of a video relay service ("Service") which it has provided to CALLVRS to enter into the Video Relay Service Industry ("VRS") utilizing a CALLVRS supported brand defined as ("CALLVRS").

WHEREAS, CALLVRS desires to contract with CSDVRS for billing, platform (whether current or future video call processing), and network support (wide area and local area network support). The VRS service will include support of Video Mail. CSDVRS shall also make available to CALLVRS Platform specific features and will commit to implementing those features within 120 days of being offered by the CSDVRS service.

WHEREAS, this SOW is for English interpreting only. When requested, a CALLVRS Spanish service offering may be negotiated.

WHEREAS, CALLVRS will provide the marketing, interpreting operations, and administrative services for the purpose of CALLVRS.

WHEREAS, CALLVRS and CSDVRS contemplate that they will enter into one or more agreements for the provision of service and deliverables by CALLVRS and CSDVRS. This SOW shall apply only to the provision of the service related to the provision of the video relay service "CALLVRS" and any related deliverables. All other services or agreements shall be covered by separate SOWs or are identified as part of multiple SOWs.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CSDVRS agrees to make available to CALLVRS a co-branded version of the Z4 software client available to CALLVRS.

The parties both agree to the following:

CSDVRS will:

- Rebrand the Z4 to show CALLVRS and not CSDVRS. (Top left hand corner text only)
- Incorporate the request for the Z4 in the profile system of the www.callvrs.info website.
- Assign local 10 digit numbers for the CALLVRS Z4 customer requests.
- Report to CALLVRS monthly the number of requests, assignments and downloads.
- Invoice CALLVRS monthly for all of the above.

CALLVRS will:

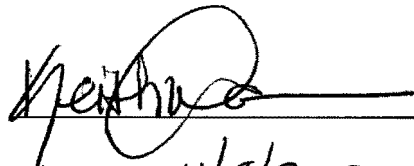
- Pay to CSDVRS a fee of \$50.00 per downloaded copy of the CALLVRS Z4.
- Pay to CSDVRS on a monthly basis \$1.00 per month per number for maintenance.

Both parties agree that the \$1.00 per month for a number ported away from CALLVRS and to another provider will terminate that specific numbers monthly maintenance fee.

By CSDVRS: By CALLVRS:

(Name) (Name)

(Date) (Date)



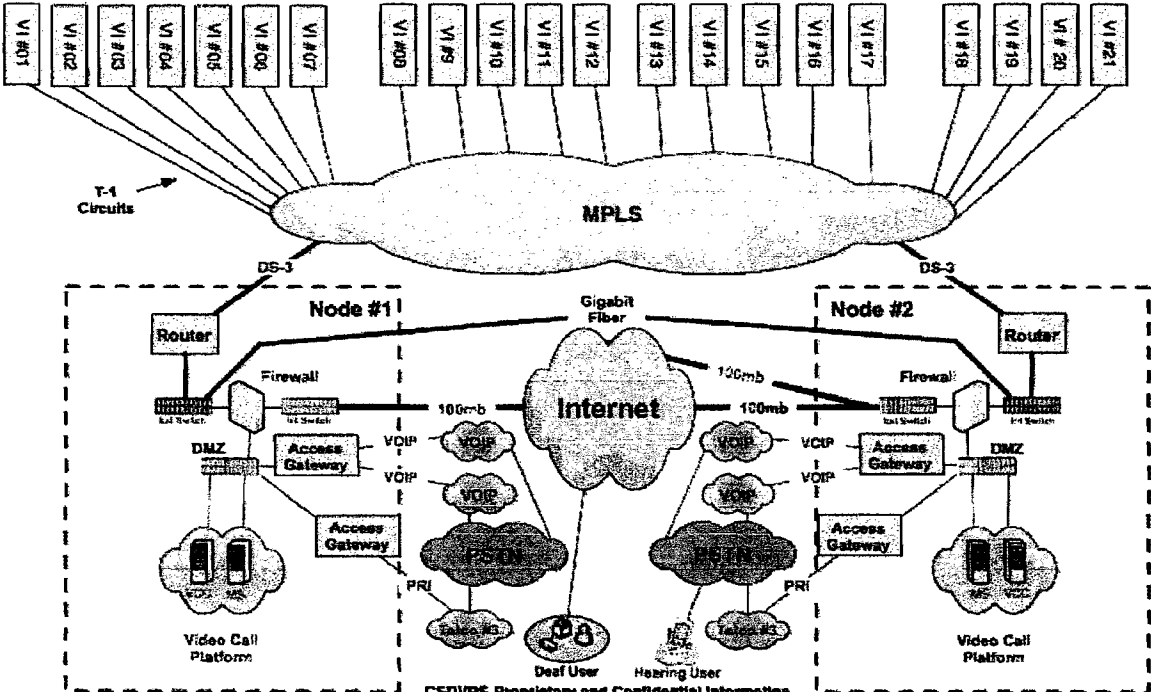
4/8/200

The CSDVRS call-handling platform is a high capacity, full redundant Video Relay Services platform. Redundancy is built into all levels of the network. The VI centers have multiple T-1s connecting it to the Sprint MPLS network. The video call center platform is fully redundant in two node locations. Each node is designed to handle the full traffic load. Each node has separate routers, firewall and web servers and can function as a complete call center platform should the other node be unable to process calls. Additionally, all aspects of our Operations including call control, call intelligence, call routing, databases, application servers are fully redundant

CSDVRS Enterprise Network

Functional Diagram

VI Centers



As of June 2010

CSDVRS Proprietary and Confidential Information
Use pursuant to Mutual NDA

11:54 AM
09/28/10
Cash Basis

Sign Language Access Inc.
Profit & Loss MONTH
August 2010

	Aug 10	Jan - Aug 10	% of Income
Ordinary Income/Expense			
Income			
4010 - Fees	31,526.18	261,766.99	100.0%
Total Income	31,526.18	261,766.99	100.0%
Cost of Goods Sold			
5400 - OUTSIDE LABOR - INTERPRETERS	19,761.75	197,699.00	62.7%
Total COGS	19,761.75	197,699.00	62.7%
Gross Profit	11,764.43	64,067.99	37.3%
Expense			
6010 - OFFICER SALARY	2,473.24	19,785.92	7.8%
6100 - WAGES	2,325.94	18,607.36	7.4%
7010 - Advertising	328.00	5,528.00	1.0%
7020 - Automobile Expense	0.00	236.86	0.0%
7030 - BANK CHARGES	15.00	773.52	0.0%
7050 - Dues and Subscriptions	0.00	3,130.00	0.0%
7060 - Insurance	2,877.33	5,887.23	9.1%
7070 - Interest Expense	0.00	21.88	0.0%
7110 - OFFICE	0.00	90.62	0.0%
7130 - Accounting	900.00	1,900.00	2.9%
7150 - PENALTIES	0.00	100.00	0.0%
7180 - STATIONERY & POSTAGE	47.45	189.43	0.2%
7200 - Telephone	622.81	1,824.21	2.0%
7300 - COMPUTER COSTS	500.00	584.94	1.6%
7310 - Travel	0.00	54.88	0.0%
7500 - FICA EXPENSE	367.15	2,937.10	1.2%
7510 - STATE UNEMPLOYMENT TAX	0.00	378.00	0.0%
7530 - FEDERAL UNEMPLOYMENT TAX	0.00	138.51	0.0%
Total Expense	10,456.92	62,162.43	30.2%
Net Ordinary Income	1,307.51	1,899.51	4.1%
Other Income/Expense			
Other Expense			
9000 - voided checks	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.0%
Net Income	1,307.51	1,899.51	4.1%

Emil Etwa

FILED PER REV. PROC. 97-48 FORM 2553 ATTACHED

Form 1120S

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

2009

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. See separate instructions.

Department of the Treasury Internal Revenue Service

For calendar year 2009 or tax year beginning, ending

Form header section with fields: A Selection effective date (01/01/09), B Business activity code, C Check if Sch. M-3 attached, D Employer identification number (26-4387989), E Date incorporated (12/08/2008), F Total assets (\$50,423). Name: SIGN LANGUAGE ACCESS, INC. Address: 9 NEWPORT DR, PLAINVIEW NY 11803.

Form body section: G Is the corporation electing to be an S corporation beginning with this tax year? (Yes checked). H Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return, (5) S election termination or revocation. I Enter the number of shareholders who were shareholders during any part of the tax year (1).

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Table with 3 columns: Description, Amount, and Total. Rows include: 1a Gross receipts or sales (111,931), 2 Cost of goods sold (60,657), 3 Gross profit (51,274), 6 Total income (51,274), 7 Compensation of officers (10,457), 8 Salaries and wages (19,623), 12 Taxes and licenses (3,298), 13 Interest (164), 19 Other deductions (5,562), 20 Total deductions (39,104), 21 Ordinary business income (12,170).

Table with 3 columns: Description, Amount, and Total. Rows include: 22a Excess net passive income or LIFO recapture tax, 22b Tax from Schedule D, 22c Add lines 22a and 22b, 23a 2009 estimated tax payments and 2008 overpayment credited to 2009, 23b Tax deposited with Form 7004, 23c Credit for federal tax paid on fuels, 23d Add lines 23a through 23c, 24 Estimated tax penalty, 25 Amount owed, 26 Overpayment, 27 Enter amount from line 26 Credited to 2010 estimated tax (Refunded).

Sign Here section: Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Signature of officer: EMILIA LORENTI. Date: 09/02/10. Title: PRES. May the IRS discuss this return with the preparer shown below (see instructions)? (Yes checked).

Paid Preparer's Use Only section: Preparer's signature: Barry H. Stein. Date: 09/02/10. Check if self-employed (checked). Preparer's SSN or PTIN: P00084832. Firm's name: Barry H. Stein CPA. Address: 9 Newport Dr, Plainview, NY 11803. EIN: 11-2762304. Phone no.: 516-937-3430.

Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

2009

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions

For calendar year 2009 or tax year beginning _____, ending _____

A S election effective date 09/01/07	Use IRS label. Otherwise, print or type.	Name KEMI PRODUCTIONS, INC	D Employer identification number 35-2306922
B Business activity code number (see instructions)		Number, street, and room or suite no. if a P.O. box, see instructions. 9 NEWPORT DRIVE	E Date incorporated 08/08/2007
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state, and ZIP code PLAINVIEW NY 11803	F Total assets (see instructions) \$ 123,523

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No If "Yes," attach Form 2553 if not already filed

H Check if: (1) Final return (2) Name change (3) Address change
(4) Amended return (5) S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year **2**

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales 655,153	b Less returns and allowances	c Bal ▶	1c 655,153
	2 Cost of goods sold (Schedule A, line 8)			2 276,978
	3 Gross profit. Subtract line 2 from line 1c			3 378,175
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4
	5 Other income (loss) (see instructions—attach statement)			5
	6 Total income (loss). Add lines 3 through 5			6 378,175
Deductions (see instructions for limitations)	7 Compensation of officers			7 52,498
	8 Salaries and wages (less employment credits)			8
	9 Repairs and maintenance			9 4,379
	10 Bad debts			10
	11 Rents			11 780
	12 Taxes and licenses			12 4,913
	13 Interest			13 3,948
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14 11,513
	15 Depletion (Do not deduct oil and gas depletion.)			15
	16 Advertising			16 10,304
	17 Pension, profit-sharing, etc., plans			17
	18 Employee benefit programs			18
	19 Other deductions (attach statement) See Stmt 1			19 114,821
	20 Total deductions. Add lines 7 through 19			20 203,156
	21 Ordinary business income (loss). Subtract line 20 from line 6			21 175,019
Tax and Payments	22a Excess net passive income or LIFO recapture tax (see instructions)	22a		22c
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b (see instructions for additional taxes)			
	23a 2009 estimated tax payments and 2008 overpayment credited to 2009	23a		23d
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c			23d
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached			24	
25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
27 Enter amount from line 26 Credited to 2010 estimated tax ▶ Refunded ▶			27	

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Signature of officer **EMILIA LORENTI** Date _____ Title **PRES**

Paid Preparer's Use Only	Preparer's signature Barry H. Stein	Date 09/02/10	Check if self-employed <input checked="" type="checkbox"/>	Preparer's SSN or PTIN P00084832
	Firm's name (or yours if self-employed), address, and ZIP code Barry H. Stein CPA 9 Newport Dr Plainview, NY 11803	EIN 11-2762304	Phone no. 516-937-3430	