



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-16-550770

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Filed by: BOWMAN LIU

Image: 05297886

COMPLAINT

NETFORIS, DBA TELEKENEX AND IXC HOLDINGS, INC. VS. GREEN
THROTTLE GAMES, INC. ET AL

001C05297886

Instructions:

Please place this sheet on top of the document to be scanned.

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Green Throttle Games, Inc. and Google, Inc., and Does 1-10

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Netfortris, dba Telekenex and IXC Holdings, Inc.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SF
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-16-550770

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Duyen Nguyen (Bar #225368), DTN Law Group, 355 1st St. Unit S2006, SF, CA 94105, 415-310-6979 (ph)

DATE: MAR - 3 2016
(Fecha)

DEPUTY CLERK

Clerk, by

(Secretario)

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

**BOWMAN LU
BY FAX**

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Duyen T. Nguyen (State Bar No. 225368) DTN Law Group 355 1st St. S2006 San Francisco, CA 94105 TELEPHONE NO: 415-310-6979 FAX NO. (Optional): E-MAIL ADDRESS (Optional): duyen@dtlawgroup.com ATTORNEY FOR (Name): Plaintiff NetFortris, dba Telekenex and IXC Holdings, Inc.</p>	<p>FOR COURT USE ONLY</p> <p style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</p> <p>Superior Court of California County of San Francisco</p> <p style="font-size: 1.2em;">MAR - 3 2016</p> <p>CLERK OF THE COURT</p> <p>BY: <u>[Signature]</u> Deputy Clerk</p> <p style="font-weight: bold; font-size: 1.1em;">JULIAN LEE</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco</p> <p>STREET ADDRESS: 400 McAllister St. MAILING ADDRESS: 400 McAllister St. CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center</p>	
<p>PLAINTIFF: NetFortris, dba Telekenex and IXC Holdings, Inc.</p> <p>DEFENDANT: Green Throttle Games, Inc. and Google, Inc.</p> <p><input checked="" type="checkbox"/> DOES 1 TO 10</p>	
<p style="text-align: center;">CONTRACT</p> <p><input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):</p>	
<p>Jurisdiction (check all that apply):</p> <p><input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000</p> <p><input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited</p>	<p>CASE NUMBER:</p> <p style="font-size: 1.5em; font-weight: bold;">CGC - 16 - 550770</p>

1. Plaintiff (name or names):
NetFortris, dba Telekenex and IXC Holdings, Inc. ("Plaintiff" or "Telekenex")
alleges causes of action against defendant* (name or names):
Green Throttle Games, Inc. and Google, Inc. ("Defendants")
2. This pleading, including attachments and exhibits, consists of the following number of pages: 15
3. a. Each plaintiff named above is a competent adult
☒ except plaintiff (name): NetFortris
(1) ☒ a corporation qualified to do business in California
(2) ☐ an unincorporated entity (describe):
(3) ☐ other (specify):
- b. ☒ Plaintiff (name): NetFortris
a. ☒ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
Telekenex and IXC Holdings, Inc.
b. ☐ has complied with all licensing requirements as a licensed (specify):
c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
☒ except defendant (name): Green Throttle
(1) ☐ a business organization, form unknown
(2) ☒ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☐ other (specify):
- ☒ except defendant (name): Google, Inc.
(1) ☐ a business organization, form unknown
(2) ☒ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☐ other (specify):

BY FAX

SHORT TITLE:

Telekenex v. Green Throttle Games, Inc., et al.

CASE NUMBER:

4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

- (1) ☒ Doe defendants (specify Doe numbers): 1-2 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (specify Doe numbers): 3-4 are persons whose capacities are unknown to plaintiff.
- c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. ☐ Plaintiff is required to comply with a claims statute, and
- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify):

6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

- a. ☐ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☐ a defendant lives here now.
- d. ☒ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☒ other (specify):

Breach occurred here.

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- ☒ Breach of Contract
- ☒ Common Counts
- ☐ Other (specify):

9. ☒ Other allegations:

On information and belief, it is understood that Google, Inc. acquired Green Throttle Games, Inc. and thus is jointly and severally liable for damages asserted herein.

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. ☒ damages of: \$40,315.73
- b. ☒ interest on the damages
- (1) ☒ according to proof
- (2) ☐ at the rate of (specify): _____ percent per year from (date): _____
- c. ☒ attorney's fees
- (1) ☐ of: \$ _____
- (2) ☒ according to proof.
- d. ☒ other (specify):

Prejudgment Interest

11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: March 3, 2016

Duyen T. Nguyen

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE: Telekenex v. Green Throttle Games, Inc. et al.	CASE NUMBER:
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FIRST CAUSE OF ACTION—Breach of Contract

(number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Telekenex

alleges that on or about (date): July 2012

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement):

Telekenex and Green Throttle Games, Inc.

☒ A copy of the agreement is attached as Exhibit A, or☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows (specify):

BC-2. On or about (dates): November 2015 and thereafter

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify):

Failing to pay invoices for telecommunication services when due in violation of contract.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

Loss of use of funds and revenue to pay lessors, vendors and suppliers required to provide the services and equipment necessary to satisfy obligations to Defendant. The precise amount of the damages caused is not readily ascertainable and thus, liquidated damages, as set forth in the contract, are appropriate.

BC-5. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.BC-6. ☒ Other:

Defendant executed a 3-year contract for telecommunication services that auto-renewed. Defendant's failure to pay invoices and attempts to terminate were without basis and inconsistent with contract terms. Defendant is subject to Early Termination Fees per contract. The contract was to be performed with equipment and personnel located in SF and payments due per the contract were to be made in SF. Plaintiff seeks interest from date of breach.

Page 3

SHORT TITLE:

Telekenex v. Green Throttle Games, Inc., et al.

CASE NUMBER:

SECOND CAUSE OF ACTION—Common Counts

(number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): Telekenex

alleges that defendant (name): Green Throttle Games, Inc.

became indebted to ☒ plaintiff ☐ other (name):a. ☒ within the last four years(1) ☐ on an open book account for money due.(2) ☒ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. ☒ within the last ☒ two years ☐ four years(1) ☐ for money had and received by defendant for the use and benefit of plaintiff.(2) ☒ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.☒ the sum of \$ 40,315.73☐ the reasonable value.(3) ☐ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff☐ the sum of \$☐ the reasonable value.(4) ☐ for money lent by plaintiff to defendant at defendant's request.(5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) ☐ other (specify):

CC-2. \$ 40,315.73

, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest ☒ according to proof ☐ at the rate of _____ percent per year

from (date):

CC-3. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.CC-4. ☐ Other:

EXHIBIT A



Master Service Agreement
Terms & Conditions

1. **Scope.** IXC Holdings, Inc. DBA Telekenex and/or its affiliated companies (collectively "Telekenex") agrees to provide Customer the Tariffed and non-Tariffed Services (collectively "Services") found in the attached Supplements to this Master Service Agreement ("Agreement"). Tariffed Services, pursuant to Tariffs filed with state regulatory agencies having jurisdiction over the Services, and the Federal Communication (FCC) will be provided in accordance with provisions of Telekenex's effective state and federal tariffs, which are hereby made a part of this Agreement. Customer agrees to pay for these Services and abide by all terms contained in this Agreement and Telekenex tariffs. If tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, Telekenex will publish a Service Publication and Price Guide ("Publication"), which will be accessible at Telekenex's Internet web-site (www.telekenex.com), setting forth the rates, terms and conditions which are applicable (previously contained in such tariffs). This Publication shall be deemed to be incorporated herein by reference and may be modified by Telekenex from time to time and thereby affect the service furnished to Customer. This Agreement is subject to credit approval by Telekenex in its sole discretion.
2. **Payment Terms.** Invoices for Services are due and payable in U.S. dollars upon receipt. If any invoice is not paid by Past Due Date, Telekenex may (i) apply a late charge; (ii) require an additional Security Deposit or other form of security; and/or (iii) take any action in connection with any other right or remedy Telekenex may have under this Agreement and its tariffs, whether at law, or in equity, including the disconnection of service.
3. **Billing Disputes.** If Customer in good faith submits a qualified dispute for any portion of any Telekenex invoice, Customer shall submit to Telekenex, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. Disputes must be received by Telekenex within sixty (60) days of Due Date or Customer's right to any billing adjustment shall be waived. A qualified dispute shall be determined by Telekenex in its sole discretion.
4. **Effective Date.** The effective date of each Supplement shall be the first day of the calendar month in which service and billing commence.
5. **Notices.** All notices and other communications hereunder, including notices of breach of this Agreement, shall be in writing and shall be deemed to have been duly given as the date of delivery or confirmed facsimile transmission. If mailed, notice shall be sent first class postage prepaid, certified or registered mail, return receipt requested and becomes effective upon confirmed delivery. Notices will be delivered or sent to the parties' respective addresses set forth on the signature page of this Agreement to the attention of the following persons:

If to Telekenex: Attention: Contract Administration
If to Customer: Attention: IT Admin

6. **Events of Default.** A "Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for seven (7) calendar days after written notice from Telekenex; or (b) either party fails to perform or observe any material term or obligation (other than making payment) contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice from the non-defaulting party informing the defaulting party of such failure. If Customer uses the Services for any unlawful purpose or in any unlawful manner, Telekenex shall have the right to immediately suspend and/or terminate any or all Services hereunder without notice to Customer.

In the event of a Customer Default for any reason, Telekenex may: (i) suspend Service to Customer; (ii) cease accepting or processing orders for Services and/or; (iii) terminate this Agreement. If this Agreement is terminated due to a Customer Default, such termination shall not affect or reduce Customer's minimum monthly commitments required under this Agreement, if applicable, and all Early Termination Charges shall apply. Customer agrees to pay Telekenex's reasonable expenses (including attorney and collection agency fees) incurred in enforcing Telekenex's rights in the event of a Customer Default.

In the event of a Telekenex Default, Customer may terminate this Agreement without incurring Early Termination Charges. Customer will, however, remain liable for all charges incurred for Services provided prior to Customer's termination of this Agreement.



7. **Term.** This Agreement defines the Term of each Supplement, which shall be three (3) years from the Effective Date of each Supplement ("Initial Term"). Each Supplement will be automatically renewed for an equivalent Term ("Renewal Term") upon expiration of the Initial Term or the immediately preceding Renewal Term, unless (i) earlier terminated; or (ii) written notice has been given by either party at least sixty (60) days prior to the end of the then current Term, that such party does not consent to renewal. "Term" shall mean the "Initial Term" and all "Renewal Terms" collectively.
8. **Certifications.** Customer hereby represents and warrants that it is certified to do business in all jurisdictions in which it will be utilizing Telekenex's services.
9. **Additional Assurances.** If at any time during the term of this Agreement there is a material and adverse change in a Customer's financial condition, which shall be determined by Telekenex in its sole discretion, then Telekenex may require a deposit or increase the amount of an existing Customer deposit. If Customer refuses to provide such deposits, Telekenex may terminate this Agreement. In such an event, all unpaid invoice amounts will be due immediately as will early termination and cancellation charges.
10. **Assignment.** Customer may not assign this Agreement without the express written consent of Telekenex, which consent shall not be unreasonably withheld.
11. **Waiver of Breach or Violation not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
12. **Regulatory.** Customer shall be responsible for all sales, gross receipts, use, excise and other federal, state and local taxes, charges and assessments, which will be separately listed on each invoice along with any fees or surcharges applicable to the Services.
13. **Business Relationship.** This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the parties. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.
14. **System Maintenance.** In the event Telekenex determines that it is necessary to interrupt Service or that there is a potential for Services to be interrupted for the performance of system maintenance, Telekenex will use good faith efforts to notify Customer prior to the performance of such maintenance. In no event shall interruption for system maintenance constitute a failure of performance by Telekenex.
15. **Telekenex Property.** Any equipment including all associated software (collectively "Equipment") installed by Telekenex at the Customer's premises remains the personal property of Telekenex, and nothing contained in this Agreement shall give or convey to Customer any right, title or interest whatsoever in such Equipment. Customer agrees not to interfere with or damage the Equipment, and further agrees to reimburse Telekenex for any loss or damage thereto that is caused by the intentional or negligent acts of Customer, its agents, employees, authorized users or representatives. Customer will allow Telekenex to promptly remove the Equipment from Customer's premises upon termination of the Services for which the Equipment was installed.
16. **Warranty, Disclaimer, Limitation of Liability and Indemnity.** For purposes of this Section, the term "Telekenex" shall be deemed to include Telekenex, its affiliates, shareholders, directors, officers and employees, and any person or entity assisting Telekenex in its performance pursuant to this Agreement.
 - a. **WARRANTY DISCLAIMER.** WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TELEKENEX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. TELEKENEX SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR INFRINGEMENT OF THIRD PARTY RIGHTS.



- b. Telekenex shall not be liable for any act, omission of any other entity furnishing Customer with facilities or equipment used with the Services, nor shall Telekenex be liable for any damages or losses due in whole or in part to the fault or negligence of Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.
 - c. **LIMITATION OF LIABILITY. NOTWITHSTANDING THE PROVISIONS OF SUBPARAGRAPH (a), TELEKENEX'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (1) DIRECT DAMAGES PROVEN BY CUSTOMER, OR (2) THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO TELEKENEX FOR THE THREE MONTH PERIOD PRIOR TO ACCRUAL OF SUCH CAUSE OF ACTION FOR THE SPECIFIC PRODUCT OR SERVICE WHICH FORMS THE BASIS FOR SUCH CAUSE OF ACTION, (3) IN THE CASE OF TARIFFED SERVICES, THE CREDITS AVAILABLE TO CUSTOMER UNDER TELEKENEX'S THEN STANDARD TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. FURTHER TELEKENEX'S LIABILITY WITH RESPECT TO INDIVIDUAL TELEKENEX SERVICES MAY ALSO BE LIMITED PURSUANT TO THE TERMS AND CONDITIONS OF THE APPLICABLE SUPPLEMENTS. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER.**
 - d. **Indemnification.** Customer will defend, at its own expense, and indemnify and hold harmless Telekenex (including its officers, directors, employees, agents, and contractors) from any claims, suits, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs), asserted against or incurred by Telekenex arising out of or relating to: (a) Customer's acts, omissions and/or breach of its obligations hereunder; (b) use of any Services or related products and documentation provided to Customer hereunder; and (c) Customer's connection of any Telekenex product or service to any third party service or network, including without limitation, damages resulting from unauthorized use of, or access to, Telekenex's network. Notwithstanding any other provision of this Agreement, Customer shall pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs incurred by Telekenex as set forth in this Section, including, without limitation, reasonable attorneys' fees and costs) incurred in enforcing this Agreement or Customer's use of the Services.
17. **Force Majeure.** Telekenex shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, problems within RBOC or ILEC networks, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of the United States government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; terrorist actions; wars; or strikes, lock outs, or work stoppages.
18. **Underutilization and Early Termination Charges.** Underutilization Charges: Monthly Volume Commitments ("MVC") apply. MVC is defined as the average of the third and fourth months' invoices from the effective date of each Supplement. If at the end of any month, Customer's Service charges fail to meet or exceed the MVCs, Customer shall pay, in addition to all other charges under this Agreement, the difference between the MVC and Customer's invoice during such month.

Early Termination Charges Prior to Service Installation: If Customer terminates Agreement prior to installation date for Tariffed and non-Tariffed Services, 100% of Installation Charges will apply, even if those charges had been initially waived.

Early Termination Charges After Service Installation: Early Termination Charges apply if, 1) Customer terminates this Agreement prior to the expiration of any Term, for reasons other than for a Telekenex Default; or 2) Telekenex terminates this Agreement as a result of a Customer Default, Customer will be required to pay, as an Early Termination Charge, and not as a penalty, in addition to all accrued but unpaid charges through the date of such termination, the amount obtained by multiplying the individual MVCs by the remaining number of months left in each respective term. If termination as described above occurs prior to the fourth month's invoice, the MVC will be defined as the Total Monthly Rate as specified in each Supplement.



19. **Legal Construction.** In the event one or more of the provisions contained in this Agreement shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Each party hereto has reviewed this Agreement and any presumptions against the drafter are hereby waived.
20. **Survival.** The covenants and agreements of Customer contained in this Agreement with respect to payment of amounts due, confidentiality, liability, and indemnification shall survive any termination of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns.
21. **Waiver.** Under no circumstance shall the failure of Telekenex to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision. The various rights and remedies given to or reserved by either party herein, or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonement or any continuing or subsequent breach of the same provision.
22. **Entire Agreement/ Amendments/ Riders.** This Agreement (and all other documents specifically referred to herein) constitute the entire and final agreement and understanding between the parties with respect to its subject matter and supersedes all other and prior representations, understandings or agreements relating to such subject matter, which are of no further force of effect. The Supplements referred to herein are integral parts of this Agreement and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by each party. Customer represents that it has the authority to execute this Agreement.
23. **Governing Law.** This Agreement is deemed to be entered into in the State of Washington and shall not become a binding obligation of Telekenex until it has been executed by an officer of Telekenex. The parties agree that any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Customer consents to personal jurisdiction and agrees the exclusive forum for any disputes arising out of or relation to this Agreement will be the state or federal courts in the state of Washington. This Agreement is also subject to, and Customer agrees to comply with, all local laws, and regulations, rulings, and orders of local, state and federal governmental agencies, including but not limited to the Communications Act of 1934, the Telecommunications Act of 1996, and rules and regulations of the Federal Communications Commission and California Public Utilities Commission. Customer Acknowledges that some of the services which are the subject of the Agreement are not subject to regulation or Telekenex's Tariffs, and that Customer and Telekenex may alter the terms of the Tariffs by this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date signed below.

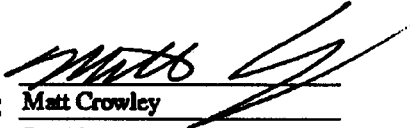
TELEKENEX

800 S. Michigan Street
Seattle, WA 98108

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER: GreenThrottle

Street: 2933 Bunker Hill Lane, Ste. 100
City/ State/ Zip Code: Santa Clara, CA 95054

By: 
Name: Matt Crowley
Title: President
Date: July 19, 2012



Telekenex Information Services Supplement

Network Hosted IP Telephony Service

1. **Scope:** Telekenex shall use its best efforts to provide Hosted IP Telephony Service delivered via Voice Over IP ("VoIP"), in accordance with FCC Rules and Regulations. Per FCC Rules and Regulations, VoIP is a federally regulated Information Service ("Information Service"), and therefore is an interstate service not subject to state regulations. Services provided under this Information Services Supplement are subject to the Master Services Agreement ("Agreement"), as well as all terms, conditions, and rates contained in Telekenex's Service Publication and Price Guide ("Publication"), which is accessible at Telekenex's Internet web-site (www.telekenex.com) and may be changed periodically. The terms and conditions of this Supplement, Agreement and Publication supersede any state tariff filed by Telekenex or PUC Regulations covering local voice Telecommunications services. Telekenex Information Services shall be provided in accordance with Telekenex's Service Level Agreement (SLA), which can be accessed at www.telekenex.com. Customer agrees to subscribe all lines and dedicated voice circuits (including toll free numbers) to Telekenex. In the event of a conflict between the Terms and Conditions of the Master Services Agreement and this Supplement, this Supplement shall take precedence for specific services covered herein.

2. **Customer Use of the Services:** All use of the Hosted IP Telephony Service and Telekenex's network shall comply with the Telekenex Acceptable Use Policy and the Telekenex Customer Premise Software & Equipment Policy (collectively "Policies"), which are posted on Telekenex's web site at www.telekenex.com and which is made a part of this Supplement. Telekenex reserves the right to amend Policies effective upon posting to the web site or other notice to Customer. Customer agrees to defend, indemnify and hold harmless Telekenex, its affiliates, and contractors from any and all liabilities, costs and expenses, including reasonable attorney's fees, arising from or related to use of the Information Service by Customer or Customer's Users. For purposes of this Supplement, "Customer Users" shall refer to customers of Customer or any other third parties who utilize or access the Information Service or the Telekenex network pursuant this Supplement. In addition to "Cause" as defined in the Agreement, Cause shall also include the violation of the Policies or conduct that Telekenex, in its reasonable discretion, believes may subject Telekenex to civil or criminal litigation or liability, charges and/or damages. If Telekenex has suspended the Information Service pursuant to this Section, Telekenex may require a reinitiation fee in order to resume Information Service.

3. **Monthly Charges:** Customer shall be invoiced monthly for (i) the monthly charges (prorated for any partial month) based on the applicable rates, and (ii) the charges for other services received. The first invoice shall be for the first two months (prorated for any partial month) and any applicable one-time (non-recurring charges); each invoice thereafter shall be for the following month.

4. **Billing Commencement:** Billing commencement will not be delayed if a performance failure is due to failure caused by equipment or systems provided by Customer or Customer's inability to install such equipment or systems prior to Circuit readiness.

5. **Service Address:** Customer Service Address for services detailed in this Supplement is as follows:

NPA-NXX: 408727

2933 Bunker Hill Lane #100

Santa Clara, CA

95054

6. **Rates:** The rates Telekenex agrees to provide the Customer with the following California outgoing per minute domestic rates, subject to its duly filed tariffs:

All Domestic Calls	0.029
--------------------	-------

7. **Rates:** The rates for Information Services are set forth below, in accordance with current tariffs on file. Such rates apply to Service subject to availability. Estimated charges for this service amount to:

Santa Clara, CA 

<u>Qty</u>	<u>USOC</u>	<u>Description</u>	<u>Installation Rate (*)</u>	<u>Monthly Rate (*)</u>
5	STAWVOIS	Office Stations	\$ 120.00	\$ 120.00
0	REMWVOIS	Remote Station	\$ -	\$ -
0	COMMSTAT	Common Area Station	\$ -	\$ -
0	CONFSTAT	Conference Station	\$ -	\$ -
0	ADVCONF	Advanced Conference Station	\$ -	\$ -
0	ADDSTAT	Extra Station	\$ -	\$ -
5	CISIPINF	Cisco IP Phones & Core Infrastructure	\$ 90.00	\$ 90.00
0	ADDRTR	Extra Router	\$ -	\$ -
0	GIGSWTC	Extra 10/100/1000 Switch (24 port)	\$ -	\$ -
0	EXPWRS	Extra Power Supply- Phones	\$ -	\$ -
0	VIRSTAVO	Virtual Stations	\$ -	\$ -
1	STAUTATT	Auto-Attendant: Standard	\$ 150.00	
0	CUAUTATT	Auto-Attendant: Custom	\$ -	
1	AUTLEAD	Auto-Attendant Lead Number	\$ 30.00	\$ 30.00
0	CMCHD50	Custom Music on Hold -50	\$ -	\$ -
0	CMCHD100	Custom Music on Hold -100	\$ -	\$ -
0	REC7614	Receptionist Console: Hardware	\$ -	\$ -
0	SOFTCONS	Receptionist Console: Soft Single Lic	\$ -	\$ -
0	ACDQUE	ACD: Queue	\$ -	\$ -
0	ACDAGENT	ACD: Agents		\$ -
0	ADVACD	Advanced ACD Agents		\$ -
0	HUNT	Hunt Group	\$ -	\$ -
0	HUNTMEM	Hunt Group: Members		\$ -
0	PUPGGR	Pickup/Page Group	\$ -	\$ -
0	PUPGMEM	Pickup/Page Group: Member		\$ -
0	GRLEAD	ACD/ Hunt Group Lead Number	\$ -	\$ -
0	VMBOX	Voice Mail Only	\$ -	\$ -
0	NUMFWD	Forward Only Number	\$ -	\$ -
0	8XXNUM	Toll Free Number	\$ -	\$ -
0	VIRTFAX	Virtual Fax Number	\$ -	\$ -
4	ACCESS	Access Circuits	\$ 1,800.00	\$ 900.00
1	ISP	Internet Service - ISP	\$ -	\$ -
0	PNWAN	MPLS Service	\$ -	\$ -
0	VOIRED	Voice Redundancy- SRST (does not incl PRI)	\$ -	\$ -
0	TTLCLSS	Total Control- Advanced Security	\$ -	\$ -
0	TTLCLVPN	Total Control - SSL VPN	\$ -	\$ -
0	ACCTBLCD	Account Codes/ Billing Codes	\$ -	\$ -
0	SFINT	Salesforce Integration	\$ -	\$ -
0	CLLJMP	Call Jump User	\$ -	\$ -
0	CLLREC	Call Recording User (does not incl storage)	\$ -	\$ -
1	OUTMBD5	Outgoing 48 State Minute Bundle: 5,000	\$ 125.00	\$ 125.00
0	OUTMBD10	Outgoing 48 State Minute Bundle: 10,000	\$ -	\$ -
0	OUTMBD20	Outgoing 48 State Minute Bundle: 20,000	\$ -	\$ -
0	TFMBD5	Toll Free 48 State Minute Bundle: 5,000	\$ -	\$ -
0	TFMBD10	Toll Free 48 State Minute Bundle: 10,000	\$ -	\$ -
0	TFMBD20	Toll Free 48 State Minute Bundle: 20,000	\$ -	\$ -
0	UNLOUT	Unlimited Outgoing 48 State Calling User	\$ -	\$ -
1	DISC	Sales Discount: Term	\$ (2,115.00)	\$ (125.00)
		Totals	\$ -	\$ 1,140.00

*Plus applicable taxes and surcharges.



Circuit Bandwidth (does not include overhead)

6 MBPS

Telekenex Letter Of Agency

The undersigned company/individual hereby appoints Telekenex as its telecommunications agent; to act in company's/individual's name and stead, in obtaining any and all information requested from our local exchange telephone company and our long distance carrier for the purpose of ordering changes to specific telecommunications services provided to the undersigned, including without limitation, removing, adding to, or rearranging such telecommunications service including changing the responsible organization on our/my 800/888 service as reflected on this service agreement or any related service agreements signed by Telekenex which are necessary for the fulfillment of services requested on this application. My Local Exchange Carrier (LEC) is authorized to make pertinent information available to Telekenex as its/my agent for this purpose and to follow Agent's instructions with reference to any order or change to Instate or out of state long distance services which the LEC provides to the undersigned, and hereby releases LEC from any liability for doing so unless said information is negligently or recklessly supplied and harm results to the undersigned. I/We have been made aware that our local exchange carrier may charge a small fee in association with this change to our long distance carrier which will be reflected on our/my local telephone bill when these changes take place. This LOA shall remain in effect until such time as the undersigned notifies Telekenex in writing 30 days prior to termination.

CUSTOMER**Green Throttle**

2933 Bunker Hill Lane #100

Santa Clara, CA 95054

TELEKENEX

3221 20th Street

San Francisco, CA 94110

By: 

Name:

Matt Crowley

Title:

President

Date:

July 19, 2012

By: _____

Name: _____

Title: _____

Date: _____

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
July 19, 2012 4:44:00 PM PDT	14154499998	403	9	Received
20-Jul-2012 01:37 HelloFax			14154499998	p.1

ANNEX I

[END USER ACKNOWLEDGMENT AND CONSENT FORM]

Green Throttle
2933 Bunker Hill Lane, Ste. 100
Santa Clara, CA 95054

Re: Equipment Under Lease from Cisco Systems Capital Corporation ("CSCC")

Dear Sirs :

In order for us to be able to place upon your premises certain routers and other networking equipment ("CSCC Equipment"), which is under lease to us from CSCC as lessor (the "CSCC Lease"), CSCC has requested your confirmation as to certain matters. You hereby acknowledge and agree as follows:

- (1) The CSCC Equipment is property of CSCC, and subject to the CSCC Lease. You shall not assert any claim against or interest in the CSCC Equipment. Your right to possession of the CSCC Equipment is subject and subordinate to the rights of CSCC and the CSCC Lease
- (2) You agree, on behalf of yourself and all holders of any interest in the real property upon which the CSCC Equipment may be situated, that CSCC may have access to your premises, during normal business hours, to remove any CSCC Equipment, if there occurs any event of default under the CSCC Lease or if the CSCC Lease term expires.
- (3) The CSCC Equipment shall, at all times, remain personal property, and shall not be deemed real property or affixed to real property.
- (4) The CSCC Equipment will be used solely for business, and not for personal, family or household purposes.
- (5) The CSCC Equipment shall be used solely on your premises, shall not be moved without prior notice to us and shall not be subject to any sublease or assignment in favor of any other person or entity.

This letter agreement is provided for our benefit and for the benefit of CSCC, shall be subject to the laws of the state in which the CSCC Equipment is located, and may not be amended without CSCC's written consent.

Thank you for your cooperation.

Very truly yours

Telekenex

ACKNOWLEDGED AND AGREED:

Green Throttle

By:  Matt Crowley

Date: July 19, 2012

Title: President

cc: Cindy Ebbens



Telekenex Information Services Supplement

Network Hosted IP Telephony Service

1. **Scope:** Telekenex shall use its best efforts to provide Hosted IP Telephony Service delivered via Voice Over IP ("VoIP"), in accordance with FCC Rules and Regulations. Per FCC Rules and Regulations, VoIP is a federally regulated Information Service ("Information Service"), and therefore is an interstate service not subject to state regulations. Services provided under this Information Services Supplement are subject to the Master Services Agreement ("Agreement"), as well as all terms, conditions, and rates contained in Telekenex's Service Publication and Price Guide ("Publication"), which is accessible at Telekenex's Internet web-site (www.telekenex.com) and may be changed periodically. The terms and conditions of this Supplement, Agreement and Publication supersede any state tariff filed by Telekenex or PUC Regulations covering local voice Telecommunications services. Telekenex Information Services shall be provided in accordance with Telekenex's Service Level Agreement (SLA), which can be accessed at www.telekenex.com. Customer agrees to subscribe all lines and dedicated voice circuits (including toll free numbers) to Telekenex. In the event of a conflict between the Terms and Conditions of the Master Services Agreement and this Supplement, this Supplement shall take precedence for specific services covered herein.
2. **Customer Use of the Services:** All use of the Hosted IP Telephony Service and Telekenex's network shall comply with the Telekenex Acceptable Use Policy and the Telekenex Customer Premise Software & Equipment Policy (collectively "Policies"), which are posted on Telekenex's web site at www.telekenex.com and which is made a part of this Supplement. Telekenex reserves the right to amend Policies effective upon posting to the web site or other notice to Customer. Customer agrees to defend, indemnify and hold harmless Telekenex, its affiliates, and contractors from any and all liabilities, costs and expenses, including reasonable attorney's fees, arising from or related to use of the Information Service by Customer or Customer's Users. For purposes of this Supplement, "Customer Users" shall refer to customers of Customer or any other third parties who utilize or access the Information Service or the Telekenex network pursuant to this Supplement.
In addition to "Cause" as defined in the Agreement, Cause shall also include the violation of the Policies or conduct that Telekenex, in its reasonable discretion, believes may subject Telekenex to civil or criminal litigation or liability, charges and/or damages. If Telekenex has suspended the Information Service pursuant to this Section, Telekenex may require a reinitiation fee in order to resume Information Service.
3. **Monthly Charges:** Customer shall be invoiced monthly for (i) the monthly charges (prorated for any partial month) based on the applicable rates, and (ii) the charges for other services received. The first invoice shall be for the first two months (prorated for any partial month) and any applicable one-time (non-recurring charges); each invoice thereafter shall be for the following month.
4. **Billing Commencement:** Billing commencement will not be delayed if a performance failure is due to failure caused by equipment or systems provided by Customer or Customer's inability to install such equipment or systems prior to Circuit readiness.
5. **Service Address:** Customer Service Address for services detailed in this Supplement is as follows:

NPA-NXX:	408541
1290 Reamwood Ave Ste B	
Sunnyvale, CA	
	94089
6. **Rates:** The rates Telekenex agrees to provide the Customer with the following California outgoing per minute domestic rates, subject to its duly filed tariffs:

All Domestic Calls	0.029
--------------------	-------
7. **Rates:** The rates for Information Services are set forth below, in accordance with current tariffs on file. Such rates apply to Service subject to availability. Estimated charges for this service amount to:



Summerville, CA

Qty	USOC	Description	Installation Rate (*)	Monthly Rate (*)
6	STAWVOIS	Office Stations	\$ 144.00	\$ 144.00
0	REMWVOIS	Remote Station	\$ -	\$ -
0	COMMSTAT	Common Area Station	\$ -	\$ -
0	CONFSTAT	Conference Station	\$ -	\$ -
0	ADVCONF	Advanced Conference Station	\$ -	\$ -
0	ADDSTAT	Extra Station	\$ -	\$ -
6	CISIPINF	Cisco IP Phones & Core Infrastructure	\$ 108.00	\$ 108.00
0	ADDRTR	Extra Router	\$ -	\$ -
0	GIGSWTC	Extra 10/100/1000 Switch (24 port)	\$ -	\$ -
0	EXPWRS	Extra Power Supply- Phones	\$ -	\$ -
0	VIRSTAVO	Virtual Stations	\$ -	\$ -
1	STAUTATT	Auto- Attendant: Standard	\$ 150.00	\$ -
0	CUAUTATT	Auto- Attendant: Custom	\$ -	\$ -
1	AUTLEAD	Auto- Attendant Lead Number	\$ 30.00	\$ 30.00
0	CMCHD50	Custom Music on Hold -50	\$ -	\$ -
0	CMCHD100	Custom Music on Hold -100	\$ -	\$ -
0	REC7814	Receptionist Console: Hardware	\$ -	\$ -
0	SOFTCONS	Receptionist Console: Soft Single Lic	\$ -	\$ -
0	ACDQUE	ACD: Queue	\$ -	\$ -
0	ACDAGENT	ACD: Agents	\$ -	\$ -
0	ADVACD	Advanced ACD Agents	\$ -	\$ -
0	HUNT	Hunt Group	\$ -	\$ -
0	HUNTMEM	Hunt Group: Members	\$ -	\$ -
0	PUPGGR	Pickup/Page Group	\$ -	\$ -
0	PUPGMEM	Pickup/Page Group: Member	\$ -	\$ -
0	GRLEAD	ACD/ Hunt Group Lead Number	\$ -	\$ -
0	VMBOX	Voice Mail Only	\$ -	\$ -
0	NUMFWD	Forward Only Number	\$ -	\$ -
0	8XXNUM	Toll Free Number	\$ -	\$ -
0	VIRTFAX	Virtual Fax Number	\$ -	\$ -
4	ACCESS	Access Circuits	\$ 1,600.00	\$ 900.00
0	ISP	Internet Service - ISP	\$ -	\$ -
0	PNWAN	MPLS Service	\$ -	\$ -
0	VOIRED	Voice Redundancy- SRST (does not incl PRI)	\$ -	\$ -
0	TTLCLSS	Total Control- Advanced Security	\$ -	\$ -
0	TTLCLVPN	Total Control - SSL VPN	\$ -	\$ -
0	ACCTBLCD	Account Codes/ Billing Codes	\$ -	\$ -
0	SFINT	Salesforce Integration	\$ -	\$ -
0	CLLJMP	Call Jump User	\$ -	\$ -
0	CLLREC	Call Recording User (does not incl storage)	\$ -	\$ -
0	OUTMBD5	Outgoing 48 State Minute Bundle: 5,000	\$ -	\$ -
0	OUTMBD10	Outgoing 48 State Minute Bundle: 10,000	\$ -	\$ -
0	OUTMBD20	Outgoing 48 State Minute Bundle: 20,000	\$ -	\$ -
0	TFMBD5	Toll Free 48 State Minute Bundle: 5,000	\$ -	\$ -
0	TFMBD10	Toll Free 48 State Minute Bundle: 10,000	\$ -	\$ -
0	TFMBD20	Toll Free 48 State Minute Bundle: 20,000	\$ -	\$ -
0	UNLOUT	Unlimited Outgoing 48 State Calling User	\$ -	\$ -
1	DISC	Sales Discount: Term	\$ (2,032.00)	\$ -
		Totals	\$ -	\$ 1,182.00

*Plus applicable taxes and surcharges.

Telekenex Confidential.

Initials: 

Circuit Bandwidth (does not include overhead)

6.0 MBPS



Telekenex Letter Of Agency

The undersigned company/individual hereby appoints Telekenex as its telecommunications agent, to act in company's/individual's name and stead, in obtaining any and all information requested from our local exchange telephone company and our long distance carrier for the purpose of ordering changes to specific telecommunications services provided to the undersigned, including without limitation, removing, adding to, or rearranging such telecommunications service including changing the responsible organization on our/my 800/888 service as reflected on this service agreement or any related service agreements signed by Telekenex which are necessary for the fulfillment of services requested on this application.

My Local Exchange Carrier (LEC) is authorized to make pertinent information available to Telekenex as its/my agent for this purpose and to follow Agent's instructions with reference to any order or change to instate or out of state long distance services which the LEC provides to the undersigned, and hereby releases LEC from any liability for doing so unless said information is negligently or recklessly supplied and harm results to the undersigned. I/We have been made aware that our local exchange carrier may charge a small fee in association with this change to our long distance carrier which will be reflected on our/my local telephone bill when these changes take place. This LOA shall remain in affect until such time as the undersigned notifies Telekenex in writing 30 days prior to termination.

CUSTOMER

Green Throttle

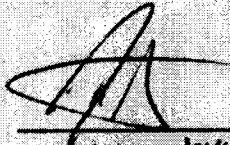
1290 Reamwood Ave Ste B
Sunnyvale CA, 94089

By:

Name:

Title:

Date:



MIKE NOVITSKI

DIRECTOR OF OPERATIONS

7-31-14

TELEKENEX


3221 20th Street
San Francisco, CA 94110

By:

Name:

Title:

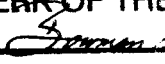
Date:



Bryan Koehler

CFO

August 8, 2014

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Duyen T. Nguyen (State Bar #225368) DTN Law Group 355 1st St. S2006 San Francisco, CA 94105 TELEPHONE NO.: 415-310-6979 FAX NO.: ATTORNEY FOR (Name): Plaintiff NetFortris dba Telekenex and LXC Holdings, Inc.	FOR COURT USE ONLY <h1 style="margin: 0;">FILED</h1> Superior Court of California County of San Francisco MAR -3 2016 CLERK OF THE COURT BY:  Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center	
CASE NAME: NetFortris, dba Telekenex v. Green Throttle, et al. and Does 1-10	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: CGC-16-550770 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/WD (23) Non-P/DP/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DP/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Two (2)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 3, 2016
 Duyen T. Nguyen

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX