

## **Terms and Conditions**

These Terms and Conditions (the “Terms”) are incorporated into, and constitute an essential part of, the Agent Agreement (the “Agreement”) between Agent and P2 Telecom, LLC (“P2”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

### **1. Duties and Responsibilities of Agent.**

**1.1 Engagement.** Agent acknowledges that Agent’s relationship with P2 is that of an independent contractor. The appointment of Agent as P2’s independent sales representative shall be non-exclusive, and Agent retains the right to market the products and services of telecommunications service providers either directly or through agents or master agents other than P2. Notwithstanding the foregoing, P2 and Agent agree that Agent’s appointment as P2’s sales representative shall be exclusive with respect to any specific opportunity to sell a Service to a customer or prospective customer for which a quote is requested from P2 by Agent. For example, and by way of illustration only, if Agent provides a quote through P2 for a direct internet access T1 circuit (“DIA Circuit”) for a prospective customer’s location in Pompano Beach, Agent may not provide a competing quote for the same DIA Circuit to the prospective customer directly on behalf of any service provider or indirectly through any agent or master agent other than P2. Any violation by Agent of the provisions of this Section 1.1 shall constitute an Event of Default. Only an authorized officer of P2 shall have the authority and power to enter into an agreement for Services with a customer.

**1.2 Limited Agency.** Agent is hereby granted a limited agency to act on behalf of P2 for the sole purpose of selling Services consistent with the duties described in the Agreement. Only an authorized officer of P2 shall have the authority and power to enter into an agreement for Services with a customer.

**1.3 Duties.** Agent shall use his/its best efforts to promote the distribution and sale of Services, which efforts shall include without limitation making initial contact with prospective customers, securing authorized signatures on P2’s authorized forms and securing other necessary data (such as credit information, letter of agency, customer bills, etc.). Agent may only solicit and take orders for the purchase of Services at the prices and on such terms and conditions specified by P2’s Providers (over which Agent acknowledges P2 has no control). No quote, estimate, proposal or order given or taken by Agent shall be binding until accepted by the applicable Provider in accordance with the Provider’s policies and procedures. Orders for the Services received by Agent shall be immediately forwarded to P2. Agent shall use forms and documents provided to it by P2 or its Providers for such orders. P2 reserves the right in its sole discretion to reject, in whole or in part, any quote, estimate, proposal or order given or taken by Agent. Agent shall make no representations, guarantees or warranties with respect to the Services that are inconsistent with the written descriptions, guarantees, warranties and representations provided and issued by the applicable Provider. Agent may **NOT** represent himself/itself as a reseller of the Services that P2 is authorized to sell under its agreements with its Providers.

#### 1.4 Covenants.

- a. Agent shall use his/its best efforts to solicit and promote the sale of the Services.
- b. Agent shall use his/its best efforts to ensure customer satisfaction, including but not limited to assisting P2 and each applicable Provider with responding to customer problems in a timely manner.
- c. Agent shall use his/its best efforts to assist P2 in the collection of amounts owed by customers for Services sold on credit.
- d. Agent shall not advertise the Services by mail, electronic mail, classified advertisements, newspaper, television, radio, business shows, Internet, or any other means without the prior express written consent of P2 which may be withheld in P2's sole discretion.
- e. Agent shall, at all times, make informed and accurate representations concerning the Services in connection with Agent's solicitation and sales activities. Any misrepresentation, determined in the sole discretion of P2, concerning the Services or P2 may be treated by P2 as an Event of Default. Agent accepts full and complete responsibility for any such misrepresentation and shall defend, indemnify and hold harmless P2 from and against all judgments, liabilities, losses and costs (including, without limitation, reasonable attorneys' fees and expenses) in connection with any such misrepresentation.
- f. Agent shall not alter or amend the Services provided to a customer. If Agent alters or amends the Services provided to a customer, such alteration or amendment shall constitute an Event of Default.
- g. Agent shall sign, acknowledge and strictly adhere to Section 6, P2's Customer Proprietary Network Information Policy.
- h. Agent hereby agrees and acknowledges he has, or its employees have, a valid driver's license and the necessary driver's insurance as is required by law. Furthermore, Agent agrees and acknowledges that Agent must maintain a valid driver's license and the required driver's insurance for the Term of the Agreement.

**1.5 Performance Quotas.** P2 may in its sole discretion establish and maintain performance requirements, quotas, incentives, areas of responsibility, standards, policies and procedures that Agent must comply with upon P2 notifying Agent in writing of same. Failure to so comply shall constitute an Event of Default.

**1.6 Sub-Agents.** Agent may utilize sub-agents to market the Services, provided however that prior to engagement of such sub-agents, Agent shall have received the written approval of P2. Any such sub-agents shall be subject to the terms and conditions of the Agreement.

1.7 **Customers.** Agent hereby acknowledges and agrees that all customers accepted by P2 under the Agreement shall be and shall remain customers of P2 for Services and not of Agent. Agent shall not terminate, attempt to terminate, or otherwise interfere in any way with P2's relationship with any such customer without the prior written consent of P2. If Agent violates this prohibition during the term of the Agreement, P2 may terminate the Agreement and any obligation of P2 to pay commissions to Agent shall immediately and irrevocably terminate.

1.8 **Intellectual Property/Approval of Advertising.** Agent agrees that Providers are the exclusive owner of all trademarks and tradenames relating to the Services. Agent may use such trademarks and tradenames only for the purpose of advertising and promoting the Services consistent with the terms and conditions hereof, and Agent shall acquire no proprietary or other rights with respect to such tradenames, trademarks or other intellectual property. All advertising used by Agent for the Services is subject to P2's prior written approval.

1.9 **Responsibility for Taxes.** Agent shall pay all federal, state and local income taxes attributable to commissions paid by P2 hereunder. Agent shall not have any withholding taxes, Social Security or other deductions made from his/its compensation under the Agreement.

1.10 **Warranties.** Agent shall not make any representations as to Service warranties to any customer or potential customer other than the warranty published by P2 or Providers.

1.11 **Compliance With Laws.** Agent shall comply with all applicable laws and regulations, including but not limited to: (i) state laws relating to industrial accidents, worker's compensation, unemployment, FICA and all local, state and federal income taxes; and (ii) all rules and regulations of the Federal Communications Commission relating to Customer Proprietary Network Information. Breach of this provision shall be considered an Event of Default.

2. **Additional Duties and Responsibilities of P2.** P2 agrees to inform Agent on a timely basis of any changes in specifications, prices, or marketing standards and requirements pertaining to the Services. P2 also shall provide Agent with such sales materials, proposals, specification sheets, service applications and other information as Agent may from time to time require.

3. **Non-Solicitation and Confidentiality.**

3.1 **Non-Solicitation Obligations.** Agent agrees that during the Term hereof and for an additional period of time equal to the greater of (i) the length of time Agent is entitled to receive commissions pursuant to the Agreement or (ii) eighteen (18) months following any termination of the Agreement, he/it shall not, directly or indirectly, (a) solicit, induce or attempt to induce any person, business or other entity, which is a customer of P2 or has been a customer of P2 during the two year period immediately preceding termination of the Agreement to withdraw, curtail or cease doing business with P2; (b) interfere in any way with the relationship between P2 and any of its employees by soliciting, inducing or

attempting to induce any P2 employee of P2 to leave P2 or to hire any such employee (whether as an employee, consultant, agent or otherwise); or (c) induce or attempt to induce any provider, carrier, supplier, licensee, licensor, franchisee, or other business relation of P2 to withdraw, curtail or cease doing business with P2.

**3.2 Confidentiality Obligations of Agent.** Agent acknowledges and agrees that, during his/its association with P2, P2 may make available to Agent information that P2 considers to be confidential and/or proprietary, including, but not limited to: present and prospective customer data, agreements, technical data, software, plans, sales and training materials, operating procedures, business methods, business forms, marketing plans and data, agreements and policies, information regarding pending projects and proposals, compensation data, and information about business relationships with and/or ownership interests in or affiliations with other entities (“Confidential Information”). Confidential Information also includes any information that P2 obtains from its customers or any other person or entity and which P2 treats as proprietary or designates as confidential, whether or not owned or developed by P2. This Confidential Information may be in written or oral form, and may exist in the form of physical items, on computer disks or hard drives, on computer or audio or video tape, and may be typed, computer generated, or mechanically transcribed in some other fashion, or handwritten, or in any other form.

Agent further acknowledges and agrees that he may acquire and learn Confidential Information in the course of his association with, and while performing duties for, P2; and that any disclosure, dissemination, or use in competition with P2 by Agent of such Confidential Information would cause serious and irreparable harm to P2.

Therefore, Agent agrees that both during the Term of and at all times after the Agreement terminates, regardless of the reason for such termination, Agent will hold all Confidential Information in the strictest confidence and will not divulge, disclose, use, publish, sell or distribute to any person, partnership, association, corporation or entity any Confidential Information, including but not limited to information regarding P2’s customers, except as necessary to perform Agent’s duties for P2 or as described below or otherwise authorized by P2 in writing. Agent further agrees to ensure that any Confidential Information Agent receives shall at all times remain solely in the possession of or under the control of Agent.

P2 agrees that the foregoing shall not apply with respect to any information after two (2) years following the disclosure thereof or to any information that (i) is or becomes (through no improper action or inaction by Agent) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from P2 or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Proprietary Information of P2. Agent may make disclosures required by law or court order provided he uses diligent and reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has notified P2 so that it may choose to participate in the proceeding.

**3.3 Return of P2 Property.** Upon the termination of the Agreement for any reason, Agent shall immediately turn over to P2 all customer lists and information, sales records, documents,

machinery, samples and other items and property belonging to P2, and Agent shall certify to P2 that Agent has complied with this requirement. Any books, tapes, disks, records, documents, programs, and other materials made or compiled by Agent pursuant to the Agreement or made available to Agent during the course of the Agreement, and any copies thereof, whether or not they contain Confidential Information, are and shall be the property of P2 and/or its Providers and shall be returned to P2 and/or its Providers immediately upon the termination of the Agreement. Agent will not make or retain copies of any such property or Confidential Information.

**3.4 Injunctive Relief.** This provision shall apply to the interpretation and enforcement of all of Agent's responsibilities as set forth in the Agreement, including but not limited to Agent's duty of non-solicitation and confidentiality: (i) since other remedies cannot fully compensate P2 for a violation of Agent's responsibilities set forth in the Agreement, P2 shall be entitled, in addition to any other remedies or relief available to it, to injunctive relief to prevent a violation or halt a continuing violation of the covenants set forth in the Agreement; and (ii) if P2 must commence litigation to enforce its rights under the Agreement, it may also recover its reasonable attorney's fees from Agent in connection with such litigation, provided however that P2 shall be entitled to such fees only to the extent that it prevails in any such litigation.

With the exception of the injunctive relief described above in this Section 3.4, any and all disputes between P2 and Agent shall be subject to binding arbitration as described in Section 5 below.

**3.5 Forfeiture of Commissions in Event of Violation.** Agent further agrees that, in the event of a willful violation by Agent of any of the prohibitions set forth in the Agreement, P2 may immediately and irrevocably terminate the payment of any and all commissions that may be payable to Agent hereunder, regardless of whether P2 seeks or obtains injunctive relief pursuant to Section 3.4, above.

#### **4. Indemnification; Limitation of Liability.**

4.1 Agent shall indemnify and hold harmless P2, its officers, employees and customers from and against any and all claims, losses, liabilities, demands, suits, judgments, damages, expenses of any nature, or sums of money awarded to any party and accruing against P2 that directly or indirectly arise out of or as a result of any act and/or omission of Agent, its employees, representatives or sub-agents while engaged in, or in connection with, the discharge or performance of the services to be done or performed by Agent hereunder, including but not limited to: (a) a breach of the Agreement by Agent; (b) Agent's taxes, liabilities, costs or expenses of its business; (c) any negligent, reckless or willful act or omission of Agent, its employees, agents, servants, or contractors; or (d) any advertisement or promotional material distributed, broadcast, or in any way disseminated by Agent, or on behalf of Agent, unless such material has been produced or approved in writing by P2. Agent shall also hold P2 harmless from any and all claims and/or liens for labor, services or materials furnished to P2 in connection with the performance of Agent's obligations under this Agreement.

4.2 Agent understands that Agent's appointment herein may subject to the rules and regulations of the Federal Communications Commission (FCC) and the various regulatory authorities of

each state, and Agent hereby agrees to be fully responsible for all of Agent's employees, agents and representatives and to abide by all laws, rules, regulations, administrative decisions and pronouncements of the FCC and all such regulatory authorities.

- 4.3 Agent understands that it is responsible for any orders submitted to P2, as well as for the correctness of the information that is contained in the orders. Any disputes regarding the validity of an order that results in the imposition of monetary consequences on P2 shall be reimbursed to P2 by Agent fully and immediately. P2 may obtain such reimbursement through a deduction in any Commissions owed by P2 to Agent. In the event the amount of the Commissions owed is insufficient to fully reimburse P2 pursuant to this paragraph, Agent agrees to fully and immediately pay P2 the remainder.
- 4.4 P2 will have no liability to Agent for Commissions that might have been earned under this Agreement but for the inability or failure of P2's Carriers to provide Services to any person or legal entity solicited by Agent or in the event of discontinuation or modification of such Services.
- 4.5 In connection with the services to rendered under this Agreement, Agent shall not engage in any pyramid scheme or multilevel marketing plan which violates any state or federal laws. Specifically, in connection with the marketing activities to be carried out under this Agreement, Agent shall not engage in any plan or operation wherein a person acquires the opportunity to receive a pecuniary benefit which is based upon the inducement of additional persons by that person, and/or others, regardless of number, to participate in such plan or operation, and is not contingent on the volume of P2's services sold to the public.
- 4.6 Agent agrees not to violate any FCC or state rules. Agent agrees to fully and immediately reimburse P2 and the employees, officers, directors, partners, shareholders, successors, assigns and independent contractors of P2, for all claims, damages, liabilities or expense of any description (including but not limited to reasonable attorneys fees and costs) arising out the violation by Agent or any of Agent's employees, agents or representatives of any applicable FCC and/or state rules. Agent further agrees that Agent will not settle without consulting with P2 and obtaining P2's prior written consent. Agent must also allow P2 to participate in its own defense at Agent's expense.
- 4.7 Agent shall be solely and singularly responsible for payment of any compensation owed to Agent's employees, sub-agents or representatives. Nothing contained herein shall be construed to create any obligation by P2 whatsoever to pay compensation of any kind to any of Agent's employees, sub-agents or representatives. Agent warrants and represents that it shall fully and faithfully pay compensation owed to its employees, sub-agents and representatives in accordance with its own internal policies and procedures. Agent shall indemnify and hold harmless P2 from and against any and all claims by any of Agent's employees, sub-agents or representatives for payment of such compensation.
- 4.8 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY STATED OR IMPLIED HEREIN, P2 SHALL NOT BE LIABLE TO AGENT WITH RESPECT TO THE AGREEMENT EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF P2. P2 WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY

KIND, INCLUDING BUT NOT LIMITED TO THE LOSS OF COMMISSIONS THAT MIGHT HAVE BEEN EARNED, THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT.

**5. Binding Arbitration.**

**5.1 Conduct of Arbitration.** Any dispute not settled through mediation will be settled by binding expedited arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association (the "AAA Arbitration Rules") in effect from time to time. Where no remedy for a particular breach is specified in the Agreement, the arbitrator, subject to any limitations set forth in the applicable agreement, will have the power to fashion an appropriate remedy consistent with the spirit and intent of the Agreement. Any disputing party may serve the other disputing party or parties with a written demand to commence binding arbitration ("Arbitration Demand"). The arbitrator will be selected by mutual agreement of the disputing parties. If the disputing parties are unable to agree upon an arbitrator within twenty (20) days after the date on which the Arbitration Demand is served, then the Arbitrator will be selected in accordance with the AAA Arbitration Rules.

**5.2 Place; Effect of Arbitration.** The arbitration will be held in Connecticut and shall be governed by the laws of the State of Connecticut, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The disputing parties will cooperate fully to ensure the entry of the arbitrator's award by a court of competent jurisdiction. Once the arbitrator's award has been entered by a court of competent jurisdiction, the arbitrator's award will have res judicata and collateral estoppel effect, and the disputing parties will not seek or assert the right in any manner whatsoever to challenge the validity of the arbitration or relitigate issues adjudicated by the arbitrator.

**5.3 Length of Arbitration.** The parties agree to use all reasonable efforts to complete any such arbitration within twelve (12) months from the date it is first commenced.

**6. P2's Customer Proprietary Network Information Policy.**

P2 protects customer privacy and follows a zero-tolerance policy regarding the improper use of a customer's proprietary network information ("CPNI") as defined by law and FCC rules, discussed below. Any employee who accesses or uses CPNI to sell or market services in a manner contrary to law or regulatory requirements is subject to disciplinary action up to and including termination. P2's policy also prohibits its Agents from unauthorized use of CPNI.

Title 47 of the United States Code, Section 222(c)(1) provides:

Privacy Requirements for Telecommunications Carriers. Except as required by law or with the approval of the customer, a telecommunications carrier that receives or obtains customer proprietary network information by virtue of its provision of a telecommunications service shall only use, disclose, or permit access to individually identifiable customer proprietary network information in its provision (A) the telecommunications service from which such information is derived, or (B) services necessary

to, or used in, the provision of such telecommunications service, including the publishing of directories.

Agent understands that, in implementing this provision, the FCC promulgated a series of rules that generally precludes the use of a customer's CPNI derived from the provision of service in one category of service (such as local exchange service) in upselling or marketing to that customer a service from a different service category (such as internet access or security services).

By signing the Agreement, Agent agrees that he/it has read and understands P2's policy outlined above, and hereby agrees to strictly abide by P2's zero-tolerance policy prohibiting the improper use of CPNI.

#### **7. P2's Policies and Procedures Regarding Slamming and Cramming Prevention.**

Agent specifically acknowledges, agrees, represents and warrants that he will not engage in the practice known as "SLAMMING" (the changing of a customer's underlying telecommunications provider without the written consent of such customer) or "CRAMMING" (the addition of unauthorized charges to a customer's telecommunications bill). If Agent engages in slamming or cramming, P2 may (i) terminate the Agreement, (ii) Agent shall become liable for any and all costs associated with the act(s) of slamming and cramming (including but not limited to any fines levied by any regulatory agency), and (iii) any obligation of P2 to pay commissions to Agent shall immediately and irrevocably terminate. All Agents and their distributors selling long distance or local services on behalf of P2 MUST carefully read the contents of this Section 7 outlining P2's policies and procedures regarding slamming and cramming prevention. This Section 7 explains P2's policies and procedures for the sale of long distance and local services. The purpose of this section is to explain what can cause the unauthorized switching of a customer, the addition of unauthorized charges, the importance of preventing such switching and unauthorized additions, and the seriousness of the matter to P2 and its Providers.

##### **7.1 Common Causes of Slamming and Cramming.**

- a. Incorrect telephone number on submitted application/letter of agency ("LOA") - means that an incorrect telephone number is switched without customer's written consent. Furthermore, the customer who did want a P2-provided long distance or local service did not get switched to the service they requested.
- b. The submitted application/LOA is illegible and directly causes the person that keys the order into the system to enter the wrong name and/or phone number.
- c. The person who "authorized" switching carriers or adding additional charges really didn't have the authority to make the switch or addition.



- d. A simple misunderstanding when one Agent doesn't tell the other Agent or account payable personnel about selecting a new long distance carrier. Please ask your customers to inform the appropriate persons within the company about the changing of long distance carriers.
- e. Signing a company up just to "get the sale" or reach a qualification or commission level.
- f. Signing a company up, without the customer's knowledge, as a result of spending a lot of time with a company decision maker and assuming that the person would be satisfied with a P2-provided service.

## **7.2 Effects of Slamming and Cramming.**

- a. It is illegal and will not be tolerated by P2.
- b. Creates a bad image and adversely affects P2's and its Providers' reputation.
- c. Takes time to investigate and correct.
- d. If we can get information verified, it will save on:
  - i. Order rejects;
  - ii. Returned Mail; and
  - iii. Time to process valid and accurate orders.
- e. Frustrating experience for the company that was slammed.
- f. Usually, in the case of a long distance slam, the local phone company levies a charge to make the initial switch to a P2 long distance Provider and then charges to switch the affected customer back to the original long distance company. P2, and then the appropriate sales Agent, are billed for these costs. This leads to serious consequences for the Agent, including termination of the sales agent relationship with P2.

**7.3 P2 AND ITS PROVIDERS, AS WELL AS FEDERAL, STATE AND LOCAL REGULATORY AGENCIES VIEW "SLAMMING" AND "CRAMMING" AS A VERY SERIOUS PROBLEM. THE FCC CAN IMPOSE SIGNIFICANT FINES ON A PER VIOLATION BASIS.**

## **7.4 How An Agent Can Protect Against Slamming and Cramming.**

- a. You are strongly encouraged to verify information against each new customer's actual telephone bill for each LOA.
- b. The person signing the LOA should be a person with authority to act on behalf of the company. It is essential that the person signing the LOA have authority to change long

distance carriers. The receptionists, secretaries and assistants typically do not have the authority to change long distance carriers for the company. If the person signing the LOA is different from the person with actual authority to do so, you should attempt to contact the other person. While this policy might be viewed as jeopardizing some sales orders, it should give you a chance to retain sales by demonstrating your concern and professionalism.

- c. Review the LOA for accuracy and legibility, especially the telephone numbers.
- d. Never sign someone else's name on the LOA or other document.
- e. Don't force a sale that is not there.

## **8. Miscellaneous.**

**8.1 Notices.** Notices shall be deemed given to a party if delivered in writing in person, via certified mail, return receipt requested, or via a recognized national overnight delivery company (i.e. Federal Express) with next day delivery designated to the address set forth in the Agreement.

**8.2 No Waiver.** The failure of a party to the Agreement to insist upon strict adherence to any of the terms of the Agreement on any occasion will not be considered a waiver, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement. Any waiver must be in writing.

**8.3 Governing Law.** The Agreement, the rights of the parties in, under and to the Agreement and any dispute or action relating to the Agreement (whether in contract, tort or otherwise) will be governed by, construed and enforced in accordance with the laws of Connecticut.

**8.4 Binding Effect.** The Agreement will inure to be the benefit of and will be binding upon the parties their respective successors, permitted transferees and assigns.

**8.5 Assignment and Benefits of Agreement.** P2 may, in its sole discretion, assign, transfer or encumber this Agreement in whole or in part without obtaining prior written consent from Agent. Agent shall be required to notify P2 at least thirty (30) days prior to such any proposed assignment of this Agreement by Agent to any third party, and any such proposed assignment shall be subject to P2's express written approval, which may be withheld in P2's sole discretion.

**8.6 Independent Contractor.** Both P2 and Agent certify that neither party has any authority to act for or bind the other party except as expressly provided for in the Agreement. Agent hereby acknowledges that he (which, for the purposes of the Agreement, is gender neutral) is an independent contractor pursuant to the laws of the State of Connecticut and is not an employee of P2. Nothing herein (including but not limited to use of the capitalized term "Agent") shall be construed to create any relationship between P2 and Agent in the nature of profit-sharing, partnership, joint venture, employment or any other relationship that might

impose liability upon P2 for: (a) Agent's past, present or future debts, liabilities, obligations, acts or omissions; or (b) unemployment, workers compensation or any other employment-related benefits.

**8.7 Severability.** To the extent that any provision of the Agreement or the application thereof is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such a provision under other circumstances, will be unaffected and will continue in full force and effect unless the invalid or unenforceable provision is of such essential importance for the Agreement that it is to be reasonably assumed that the parties would not have concluded the Agreement without the invalid or unenforceable provision.

**8.8 Solicitation of Services.** P2 reserves the right to offer all Services provided by P2 to the customers introduced by Agent pursuant to the Agreement.

**8.9 Force Majeure.** P2 shall not be responsible or liable for failure to perform its obligations hereunder attributable to any cause or contingency beyond its reasonable control including, without limitation, acts of God; act or omission of civil or military authority; fire; flood, epidemic, earthquake, terrorism, labor dispute (e.g., lockout, strike, work stoppage or slowdown); Provider problems or policies, war, riot, unusually severe weather, accidents, compliance with any regulation or directive of any national, state or local government or any agency or department thereof; or any other cause which by the exercise of reasonable diligence P2 is unable to overcome.