



Phone Subscription Service Agreement: TERMS AND CONDITIONS

PERIOD OF SERVICE:

This Agreement shall be effective as of the date of this Agreement, execution by SUBSCRIBER unless sooner terminated in accordance with the terms hereof and shall be for an initial term of 60 Months and VENDOR reserve the right to review this agreement quarterly.

CONTINUANCE / RENEWAL:

This Agreement shall renew automatically at the end of the prior Agreement term in recurring (1) month terms unless VENDOR or the SUBSCRIBER affirmatively terminates it in accordance with the conditions set forth in this Agreement and provide written notice, at least 60 days prior to the end date of intent of termination of contract. This contract may increase up to 5% per year.

Following the initial Term, a SUBSCRIBER will automatically renew for subsequent 1 Year Terms at the same rate, except where such renewals are prohibited by law, or subject to an increase at VENDOR's sole and absolute discretion. In addition to regular fees set forth in the Pricing Schedule, you agree to pay all other charges, including but not limited to network usage, applicable taxes, fees and surcharges, including charges imposed against VENDOR by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected in your monthly charge. When possible, VENDOR will break out such charges on the monthly invoice. Contract period and billing for service will begin upon service activation.

GENERAL PRICING AND FEES:

VENDOR shall, itself or through one or more of its Affiliates, subcontractors or other service-providers, provide the Services ordered by Subscriber from time to time in accordance with the terms and subject to the conditions of the Agreement. Subscriber shall be responsible for ensuring that its Internet connection, any local network equipment, hardware and software used in connection with the Services, and all related configurations, adhere to the minimum standards and technical requirements specified in applicable documentation.

Payment, Late Fees, and Other Charges:

- When you subscribe to our service, you authorize us to collect from your payment method, including, if applicable, Early Termination Fees, late fees, check return fees, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method. Subscriber agrees to pay all charges due and payable under the Agreement without counterclaim, set-off or deduction, other than amounts disputed.
- Failure to pay in full may result in immediate suspension of services and VENDOR shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable to Subscriber until the account balance is paid in full.
- If subscriber reasonably disputes an invoice, Subscriber must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of Subscriber's right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, Subscriber shall pay the full amount due within 10 days, otherwise VENDOR may exercise any available remedies for breach (without regard to any further notice requirement or opportunity for cure under this Agreement, which shall be deemed waived).
- If Subscriber does not deliver full payment for all billed charges by the due date, VENDOR may restrict, suspend or terminate use of the services. VENDOR may also apply any deposits or other payments made by Subscriber. If VENDOR restricts, suspends or terminates Subscriber's services, VENDOR may, at its sole discretion, choose to restore Subscriber's services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of VENDOR's right to receive full payment for all charges due or again restrict, suspend or terminate the Services at any time for non-payment of unpaid charges.
- The failure of VENDOR to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate services of such account for non-payment of current or future charges. All prepaid fees and other payments by Subscriber under this Agreement are non-refundable and non-creditable. There are no prorated refunds for unused time. Unless otherwise stated in the Pricing Schedule, VENDOR will invoice and charge Subscribers monthly.
- Subscriber is responsible for paying monthly subscription fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, VENDOR will continue to electronically charge any credit card on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to a fifteen-dollar (\$15.00) reconnection fee. Any account which goes into collection status will be transferred to a collection agency and incur a twenty-five-dollar (\$25.00) processing fee and all other applicable fees and charges. Subscribers must pay a twenty-five-dollar (\$25.00) service charge on disputed credit cards and credit card chargebacks. Past due accounts will accrue a monthly charge of one and one-half percent (1.5%) of the past due balance or one dollar (\$1.00), whichever is greater.
- Subscriber is responsible for all charges attributable to its account incurred with respect to the Services. Subscriber agrees to notify VENDOR immediately, in writing or by calling the VENDOR customer care line at 1-479-782-7991, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. VENDOR, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services.

DEFINITIONS:

Trunk: Refers to call session capacity (example: 20 trunks = ability to have 20 concurrent calls).

Domestic Termination: Refers to US 48 States, Hawaii and Canada. Alaska, Puerto Rico and US territories are charged separately per minute. International calls are billed at their individual rates.

International Calling: International calling is enabled by default. Subscribers may enable or disable it at any time by logging into their "My Account" page. All International calls are billed at their respective international rates which are updated on the first Tuesday of each month. Any and all call charges are rounded to the nearest whole penny. Each Subscriber account is given a credit limit for international calls. If an international calling balance exceeds the credit limit prior to their next bill date, the account will be charged the balance immediately. Failure to pay will result in suspension of service. All international calls are subject to an FCC-mandated Universal Service Fund recovery charge. This rate changes quarterly based on the information located at the FCC Website

Directory Assistance and Operator Services: Directory Assistance is charged at ninety-nine cents (\$0.99) per call and ten cents (\$0.10) per minute after two minutes. Directory Assistance is enabled by default on all new phone lines. Operator calls are billed at three dollars (\$3.00) per call. Operator calling is disabled by default on all new phone lines but may be activated using the My Account Dialing Options.

Call Burst: Call Burst is the ability to make and receive calls above the subscribed capacity for Call Paths and SIP Trunks. This feature is active by default and billed at the rate of \$0.03 per minute.

Non-provisioned 911 Calls: For each billing cycle, if a Subscriber places one or more 911 calls, but does not have a valid 911 address on file, the Subscriber shall be charged \$75 for each call placed. These charges are non-negotiable, and Subscriber waives the right to dispute these valid charges.

Network Congestion and Reduced Speed for Routing or Answering 911 Dialing Calls: There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.



Equipment: VENDOR is and will remain the owner of all rental paid or free rental devices subject to the Subscriber's agreement with VENDOR. If any VENDOR' equipment appears to be malfunctioning, the Subscriber must contact Technical Support and work with them to determine if the device is in need of replacement. Only a Technical Support representative has the ability to determine if a device is in need of replacement. If a device is determined to have malfunctioned due to manufacturer defect, a free replacement will be provided per the equipment warranty. If a device is determined to have malfunctioned for any other reason, including but not limited to incorrect power supply, customer negligence, misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, alterations or other damage, Subscriber must pay replacement cost for the device.

Early Termination: In the event that this Agreement is terminated prior to the end of the Agreement Term, the SUBSCRIBER must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an Early Termination Fee in the amount that equates to the amount due and payable through the end of the Agreement Term. In the event a SUBSCRIBER terminates this Agreement prior to the end of their Agreement Term because of a service-related problem, not caused by the Subscriber, that VENDOR has failed to cure after what VENDOR determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply, the reason for the waiver stated above must have occurred before termination and the Subscriber must report such reason for termination to VENDOR in the Subscriber's valid written termination request. VENDOR must be given in turn the opportunity to resolve the problem and the Subscriber must be willing and able to troubleshoot with VENDOR to resolve the problem. VENDOR does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's Internet Service will never constitute a termination request.

Answer to Seizure Ratio (ASR): For each billing cycle, if a Subscriber's outbound call attempts (including calls with a duration less than 6 seconds) exceed their completed calls by a factor of three (3) or more, VENDOR reserves the right to charge an additional \$.003 per call attempt for each call attempted, completed or not, during that billing period. This ratio is calculated at the end of each monthly billing cycle, based on the ASR over the entire billing period. Utilization arising from unacceptable use, such as auto-dialers, abusive calling patterns, or anything causing network congestion can result in suspension without notice or cancellation of service.

Caller ID Service: VENDOR sends current Caller ID information with every call placed. Caller ID information is the business name, with a maximum of 15 characters. Caller ID information is not customizable. VENDOR has no control over the information that any terminating telephone company chooses to display. All telephone carriers update their Caller ID information periodically, but many companies do not update as often as VENDOR sends updated data. If a disparity is found between the information that VENDOR is sending and the information that a terminating telephone company is displaying, it is the Subscriber's responsibility to contact the terminating telephone company and request that they display the correct data. VENDOR is not responsible for errors involving spelling, punctuation, or capitalization of Caller ID information.

Data Recovery: Data Recovery refers but is not limited to Call Reports, Call Recording, SMS, Contacts, Voicemails and Call Logs. If an active customer wishes to recover data that has been deleted from their account for any reason, VENDOR will make a best effort attempt to do so; a processing fee may be incurred. This is a single charge regardless of the data size recovered. Recovery of all data is not guaranteed. Data Recovery services are not available on Inactive (canceled) accounts.

Toll Free Numbers: Toll Free numbers can be attached to any VENDOR service plan. Toll Free numbers are billed a monthly fee plus \$0.03 per minute, billed in 6 second increments after the first minute.

Billing Increments: Any and all call charges are rounded to the nearest whole penny. Current billing increments for available new plans are as follows:

Termination Destination	Initial Billing Increment	Additional Billing Increments	Rate Per Minute
Toll Free (Inbound)	60 Seconds	6 Seconds	\$.03
Termination Destination	Initial Billing Increment	Additional Billing Increments	Rate Per Minute
US Domestic 48 States & Canada	6 Seconds	6 Seconds	Varies by Plan
Calling a Toll-Free Number	6 Seconds	6 Seconds	Included
International (excl. Mexico)	60 Seconds	6 Seconds	See International Rates
Mexico	60 Seconds	60 Seconds	See International Rates
Trunk Unlimited Minimum 5 Trunks			
Minutes	Unlimited Inbound and Unlimited Outbound		
Domestic Term	\$0.0000		
Origination	\$0.0000		
Toll Free Origination	\$.03 Per Minute Rate		

- Transferring Numbers:** VENDOR gives customers the option of transferring telephone numbers to or from our service. If transferring a number away from VENDOR, it is the customer's responsibility to cancel their service after the number has successfully transferred. Disconnected telephone numbers are not eligible for transfer to or from our service. Cancelling an order to transfer a telephone number to VENDOR will require a \$100 expedite fee to cancel.
- Acceptable Use on "Unlimited" Services:** VENDOR Sip Trunking and PBX products are designed for typical business phone use. "Unlimited" refers to that type and level of usage. "Typical" refers to the calling patterns of 99% of customers on a similar calling plan. Utilization arising from unacceptable use, such as auto-dialers, resold service, abusive calling patterns, or anything causing network congestion or disruption can result in suspension or cancellation of service. VENDOR reserves the right to charge an overage fee of \$0.02/minute for utilization exceeding typical calling patterns.
- High Speed Internet Connection Required:** Subscriber understands, acknowledges and agrees that (1) subscriber must have a high-quality, high-speed internet connection to use the services; and (2) is not providing an internet connection for Subscriber. VENDOR does not control and is not responsible for (1) Subscriber's internet connection; (2) the quality of Subscriber's internet connect; (3) any third party products and/or services related to Subscriber's internet connection; or (4) problems with the services that are caused by or related to Subscriber's internet connection.
- Alarm Signals; Safety Applications** SUBSCRIBER UNDERSTANDS THAT THE SERVICES ARE NOT AUTHORIZED OR INTENDED TO BE USED TO CARRYALARM SIGNALS OR FOR USE IN ANY HIGH-RISK, CRITICAL SAFETY OR OTHER APPLICATIONS WHERE ANY FAILURE, INTERRUPTION OR MALFUNCTION MAY REASONABLY BE ANTICIPATED TO RESULT IN BODILY INJURY, LOSS OF LIFE OR CATASTROPHIC DAMAGE TO PROPERTY.