



MASTER SERVICE AGREEMENT GENERAL TERMS OF SERVICES

These General Terms of Services are incorporated into, and along with the executed Service Order, constitute, the Master Services Agreement (the "Agreement") between Customer and TelServ Communications Services, LLC ("TelServ").

By accessing or utilizing any of the Services or products offered by TelServ, you agree to be bound by the terms of this Agreement. These Terms of Services supersede all earlier versions and require mandatory arbitration of disputes. Please read these Terms of Services carefully, as they describe your legal rights and obligations. This Agreement shall become effective as of the date of (1) your signature on a Service Order or your electronic signature on or acceptance of this Agreement, (2) the activation of your account or (3) your receipt of an email from TelServ confirming your order, whichever happens first. Customers may be referred to using "you" and "your" herein.

1. **Term.** The "Term" of Services to be provided to Customer from TelServ shall be as set forth in the Service Order. If no term of months is set forth in the Service Order or Customer does not select a longer term, the Agreement shall be on a 36 month term. The Agreement shall automatically renew, after the original Term, for a 36 month term. Either party may terminate this Agreement (a) at the end of any initial or renewal term by providing the other party with at least sixty (60) days written notice: or (b) except as otherwise stated herein, during any initial or renewal term if the other party breaches any material term or condition of this agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of the same. If Customer terminates Service before the term selected by Customer for any reason, or TelServ terminates Services for Customer's breach of this Agreement or the TelServ AUP, Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment. Further, Customer shall be liable to and immediately pay TelServ for any discounts applied to the original Term of the Services, any equipment fees and any underlying third party charges that TelServ incurs as a result of the early termination. All termination notices to TelServ must be sent to: sales@TelServ.com. TelServ may restrict or suspend your rights under this Agreement and Customer's of the TelServ service at any time to the extent TelServ deems it is necessary to protect the TelServ network. Notwithstanding any other provision of the Agreement, TelServ may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Orders upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice.

2. **Fees and Billing.** Customer agrees to pay the amounts billed by TelServ to Customer which shall include activation/installation charges, non-recurring charges, equipment charges, and monthly recurring charges and any other fees indicated in a Service Order or as set forth herein or in any addendum to this Agreement, or any cost recovery fees or government surcharges (collectively, "Service Fees") within thirty (30) days of invoice. You agree to pay all fees and charges incurred on your account, including any and all city, state or federal taxes and surcharges, whether imposed on TelServ or directly on you. Please refer to the TelServ Taxes, Fee and Surcharges list of possible Service Fees you may be charged at TelServCommunication.com/termsofservice. TelServ reserves the right to change the rates and charges for any renewal term by providing you reasonable written notice in advance of the effective date of change. Any monthly recurring fees that contemplate a fixed usage of minutes for domestic and international use shall be subject to an additional usage charge for any minutes that exceed the fixed amount. Unless otherwise indicated in a Service Order, TelServ shall limit and cap usage for voice service at a standard usage rate, which shall be provided to Customer, and Customer may be billed for overages.

All fees and charges will be due, in U.S. dollars, on the first day of the service month as indicated on the TelServ invoice **and may be charged to your Payment Account without further notices from TelServ.** Billing is invoiced monthly in advance and will commence when the connection from the TelServ network is completed to your equipment and service is initiated. All recurring months charges are due at the beginning of the service month. Accounts are in default if payment of all amounts due is not received forty-five (45) days

after the date of invoice and are subject to an interest rate on the outstanding balance of either 1.5 % per month or at the maximum allowable rate under state law, whichever is lower. Accounts unpaid (60) days after date of invoice may have the Service interrupted or terminated. Such interruption of Service does not relieve you of your obligation to pay for the Service. Only a written request to terminate your service, in accordance with these Terms, relieves you of your obligation to pay for the Service. If you default, you agree to pay TelServ its reasonable expenses, including any attorney's or collection agencies fees, incurred in enforcing its rights.

"Payment Account" shall refer to the credit card account provided by you upon registration to pay for Services. TelServ may add, delete, or modify the methods by which customers can pay for the TelServ Services at any time without prior notice, in its sole discretion. **Customer is deemed to have given TelServ on-going and continuous authorization to charge any credit-card provided to TelServ or any other Payment Account as long as Customer uses the Services and for any early termination liability.** If Customer pays by check, if the check is returned unpaid, Customer will be subject to immediate termination for suspension of the Services as stated above and will be charged a check return and reinstatement fee in the amount of no less than \$100, but in any event an amount determined by TelServ in its sole discretion.

3. Billing Disputes. Only disputes made in good faith, in a timely manner and properly documented as required herein, as determined by TelServ in its sole discretion, will be considered by TelServ. To meet these requirements, customers must provide TelServ with written notice of any disputed charge(s) within thirty (30) days of the original Due Date for such charges. Along with such notice, Customer shall set forth in detail all grounds for disputing each charge and provide all documents supporting each dispute. Customers shall not have the right to withhold any amount not properly disputed. TelServ and Customer shall attempt in good faith promptly to resolve any dispute within thirty (30) days of TelServ's receipt of notice of that dispute. If a dispute is not resolved, TelServ shall have the right to determine in good faith the merit of each dispute and Customer's associated payment obligation. If TelServ determines that any amount withheld in dispute is owed, Customer shall pay that amount within ten (10) days of its receipt of written notice from TelServ of such determination, plus interest at the lower of 2.0% per month or the maximum rate permissible under applicable state law, calculated from the Due Date until the date payment is received by TelServ. Failure to pay such amount in full within such ten (10) day period shall be a breach hereof and shall entitle TelServ, in addition to its other remedies at law or equity, to terminate all Services to Customer without notice and without liability of any kind or amount. If TelServ determines that any amount withheld in dispute is not owed, TelServ shall issue a credit for that amount spread out evenly in future billings over a period to be determined in TelServ's sole discretion. Customer's exclusive remedy for issues relating, whether directly or indirectly, to any disputes shall be in the forum and pursuant to the laws as set forth in the Agreement.

4. Limitation of Liability. IN ADDITION TO ANY LIMITATIONS OF LIABILITY RELATED TO SPECIFIC SERVICES, INCLUDING E911, AND TelServ FRAUD POLICIES, IN NO EVENT SHALL TelServ OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY PERSONAL INJURY, DAMAGE TO EQUIPMENT, LOSS OF DATA, PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES TelServ OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. TelServ SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS TelServ FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY.

Customer acknowledges that TelServ has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

5. DISCLAIMER OF WARRANTY. TelServ MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TelServ WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY

SERVICES PROVIDED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NON DELIVERIES, OR SERVICE INTERRUPTIONS. TelServ EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE TelServ NETWORK OR THE INTERNET IS AT YOUR OWN RISK. TelServ SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL TelServ'S LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN LAST MONTH OF SERVICES.

6. INDEMNIFICATION OF TelServ. You agree that you shall fully defend, hold harmless and indemnify TelServ, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless TelServ, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that TelServ shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

7. Service Interruption: Your exclusive remedy for any unavailability or failure of the TelServ network or any Services is outlined in the **TelServ Service Level Agreement** found in **SCHEDULE A** attached hereto.

8. Customer Responsible for Fraud/Insurance. TelServ recommends that Customer purchase cyber security/fraud insurance. **In the event Customer's network security is compromised, Customer would not be financially responsible for said fraudulent service charges if it purchases the fraud insurance.** Otherwise see TelServ's Fraud Policy at TelServCommunication.com/termservice.

9. Resale. Customer acknowledges and agrees that Customer may not sell, resell, transfer, convey, white label, wholesale or in any way distribute the Services to or for the benefit of any third party without express prior written consent of TelServ (which consent may be withheld in TelServ's sole discretion). The foregoing prohibition shall apply, without limitation, to any and all fiber, circuits, equipment or other Service elements which Customer purchases from TelServ.

10. Privacy. It is TelServ's policy to respect your privacy. TelServ will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless TelServ deems it necessary, in its sole discretion, to comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials; protect and defend the rights or property of TelServ or its officers, agents, affiliates, and licensees; enforce this Agreement; or protect the interests of other TelServ customers.

NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, TelServ RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS AND AT ALL TIMES IN COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE FOR LAW ENFORCEMENT ACT OF 1994.

Your IP address is transmitted and recorded with each message you send using the TelServ Services. TelServ does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers.

INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED BY TelServ IN THE UNITED STATES OF AMERICA. YOU FURTHER AGREE THAT THE PERSONAL INFORMATION WHICH YOU GIVE TelServ WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND OTHER COUNTRIES; INCLUDING WITHOUT LIMITATION COUNTRIES IN THE EUROPEAN UNION AND ELSEWHERE. IF YOU DO NOT CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION INTO AND OUT OF THE UNITED STATES, DO NOT ACCEPT THESE TERMS AND CONDITIONS FOR THE TelServ SERVICE. YOU FURTHER UNDERSTAND AND AGREE THAT

REGARDLESS OF YOUR COUNTRY OF RESIDENCE TelServ MAY DISCLOSE PERSONAL INFORMATION ABOUT YOU AND YOUR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND YOU EXPLICITLY WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

11. Equipment. Notwithstanding anything else in the Agreement, it is the Customer's responsibility to ensure all equipment used with the Services are properly configured and maintained.

Any equipment, whether it is customer owned, rented or leased from TelServ or provided to Customer by TelServ for use in conjunction with Services will be subject to the terms and conditions set forth below or in the Agreement. Customer must unpack and place the equipment in a secure and environmentally controlled space. If at any time during the Services Term a piece of equipment fails and is in need of replacing, TelServ may provide replacement equipment. The equipment failure shall be determined by TelServ or its third-party subcontractors working with the customer in conjunction with TelServ's technical staff. Once determined by TelServ, in its sole discretion, that the equipment is in need of replacing, TelServ may, in its sole discretion, ship replacement equipment to Customer's site. If TelServ installs or provides equipment on Customer's premises for the purpose of enabling TelServ to provide the Services to Customer, Customer agrees to provide TelServ reasonable access into Customer's premises for the purpose of installation, demonstration, inspection, maintenance, repair and removal of the equipment, as well as TelServ's installers with a safe working environment. Additionally, Customer acknowledges that it will have no right, title or interest in any equipment that TelServ installs. TelServ and Customer agree that the equipment will not become a fixture and Customer shall keep the equipment free from all liens, charges and encumbrances. Customer agrees: (1) to use the equipment only for the purpose of receiving Services ordered from TelServ and no other purpose; (2) to prevent any connections to the equipment that are not expressly authorized by TelServ; (3) to prevent tampering, altering or repair of the equipment, or inside wiring, by any person other than TelServ's authorized personnel; (4) to assume complete responsibility for improper use, damage or loss of such equipment regardless of cause (including damage or loss caused by force majeure events), except to the extent caused by TelServ or its suppliers; and (5) to return the equipment in good condition, ordinary wear and tear resulting from proper use excepted, immediately upon discontinuance of Service. In the event the equipment is not returned in good condition, Customer agrees to pay TelServ an amount for each equipment device in accordance with TelServ's standard equipment costs. If TelServ is providing equipment maintenance services, it will be in accordance with its maintenance contract terms of services found at TelServCommunication.com/termservice. TelServ will only provide those equipment manufacturer warranties that TelServ receives directly from a manufacturer and does not otherwise offer, and expressly disclaims, any warranty on equipment.

12. Compliance with Laws. Customers shall at all times conform to its use of and comply with all state, federal and international laws with respect to its utilization of the Service. If TelServ is informed by any governmental authority or other parties of alleged illegal use of TelServ facilities or TelServ otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by TelServ or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Customer will be in breach of this Agreement and TelServ may immediately, and without further notice, suspend Customer's Service. Your use of TelServ network may only be for lawful purposes. Transmission of any material in violation of any law, regulation or TelServ Acceptable Use Policy found at TelServ.com/termservice is strictly prohibited. You agree to hold harmless TelServ from any claims resulting from your use of the Service or the use of the Service by any of your customers or others throughout your chain of distribution, including end users, which damage you or another party.

13. Software. TelServ may, in its sole discretion, provide you with TelServ software ("Software") in combination with your Services. Upon payment of all fees due and owing to TelServ under this Agreement, TelServ hereby grants, and you hereby accept, a non transferable, revocable, non-sublicensable, and non-exclusive license to use the TelServ Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for TelServ. Source code or other information pertaining to the logic design of the TelServ Software is specifically excluded from the license granted hereunder. Although certain TelServ Software may be provided free of charge, TelServ reserves the right to charge for the TelServ Software or any updates thereto or upgrades therefore at any time. You recognize that the TelServ Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the TelServ Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by TelServ. You further acknowledge that you have been advised that the TelServ Software, including updates,

improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of TelServ, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to TelServ, and that its use and disclosure must be carefully and continuously controlled. TelServ shall at all times retain title to all the TelServ Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder. Unless provided otherwise in the specifications for Your Services, the TelServ Software supplied hereunder is for your personal or business use. You shall not permit any third party to use the TelServ Software or allow access to the TelServ Software from sites outside of your home or business premises except as specifically authorized in writing by TelServ. The TelServ Software is to be used only for the purposes specified in this Agreement and while you have custody or possession of any of the Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the TelServ Software, whether such TelServ Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use pursuant to this Agreement, nor; (ii) provide or make the TelServ Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of TelServ. In order to protect TelServ's trade secrets and copyrights in the TelServ Software, you agree to reproduce and incorporate TelServ's trade secrets or copyright notice in any copies, modifications or partial copies.

You agree to notify TelServ forthwith if you obtain information as to any unauthorized possession, use or disclosure of any TelServ Software by any person or entity, and further agree to cooperate with TelServ at TelServ's expense, in protecting TelServ's proprietary rights. Unless agreed otherwise in writing by TelServ, the TelServ Software may be used only on a single computer or workstation. TelServ software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the TelServ Software on a network except to facilitate permissible installation of the TelServ Software on computers attached to the network. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license.

Certain TelServ Software is provided for online use as part of the TelServ Services (the "TelServ Online Software"), and the use of such software may be subject to fees as outlined in this Agreement. The TelServ Online Software is hosted software which runs directly on TelServ's servers, and you may not download, install, store or make any copies of the TelServ Online Software, nor may you sublicense the TelServ Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the TelServ Online Software or any copies thereof and not to assist any third party in doing so. The TelServ Online Software is designed to be used through the TelServ user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. TelServ reserves the right to suspend the use of, modify or discontinue the TelServ Online Software for any or all customers at any time without notice. Certain Online Software is also Third-Party Software and is subject to the applicable provisions of this Agreement. TelServ may limit the functionality of any such third-party Online Software, in its sole discretion. TelServ provides its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the hosting package ordered. Except for Third Party Software which is also Online Software, such Third-Party Software is delivered to TelServ Customers by mail and may be ordered via customer's control panel for a period of six months after the commencement of the TelServ Services. The license conditions governing the use of the Third-Party Software may differ from TelServ's own software licenses. Customers of TelServ are bound by the conditions of all licenses pertaining to such Third-Party Software and should make themselves familiar with their terms and conditions. Some such Third-Party Software is provided under license from Microsoft Corporation ("Microsoft Software"), and Customers using Microsoft Software are bound by the TERMS AND CONDITIONS Microsoft Software Products, which are incorporated herein by reference. TelServ does not provide Technical Support for the Third-Party Software. THE THIRD-PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD PARTY SOFTWARE BY TelServ DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD-PARTY SOFTWARE, NOR CAN TelServ MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD-PARTY SOFTWARE. In the event of termination of this Agreement, or upon any act which shall give rise to TelServ's right to terminate, or upon the expiration of the license for TelServ Software which is subject to a limited-duration license, any and all licenses granted under this Agreement shall terminate automatically, and you will remove, erase or destroy the TelServ Software and documentation and all copies thereof, wherever located, without demand or notice. TelServ may stop providing the Software or any updates thereto, including but not limited to the Online Software or the Third-Party Software, at any time without notice or any further liability to Customer. Software for International Customers is available for download only. Certain Software (including Third-Party Software) may not be available to International Customers.

14. Choice of Law/Waiver of Jury Trial. This Agreement shall be interpreted according to the laws of the State of New York, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles. All claims under the Agreement must be brought in the home jurisdiction of TelServ.

In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND TelServ THAT IS IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this paragraph are waived. Neither you nor TelServ may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND TelServ ACKNOWLEDGE THAT THIS SECTION WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION.

15. Confidentiality, Trademark, and Copyright. During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to TelServ in connection with TelServ's performance of the TelServ Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of TelServ, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of TelServ. TelServ retains all right and title to such Confidential Information. TelServ is a service mark of TelServ Communication Services, Ltd. All rights reserved. The trademarks, logos, and service marks displayed on TelServ's website (collectively, the "Marks") belong to TelServ and/or its affiliates or third parties which have licensed those rights to TelServ ("Partners"); TelServ and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on TelServ's web site are the property of their respective owners. Unless expressly stated otherwise by TelServ, you should assume that all content, images, and materials appearing on this Web Site (collectively the "TelServ Content") are the sole property of TelServ. Both U.S. and international copyright laws and treaties protect such TelServ Content. You may not use, reproduce, display, or sell any TelServ Content without TelServ's prior written consent. You may not link to any page within TelServ's Web Site or frame any portion of the site without TelServ's prior written consent.

16. Severability. In case any 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(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

17. Non-Enforcement Does Not Constitute Waiver. Failure of TelServ at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of TelServ.

18. Notices. TelServ may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to TelServ. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement. You may provide notice to TelServ in one of the following ways: by personal delivery; by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, TelServ Communication Services, 201 East Ridgewood Avenue, Suite 5, Ridgewood, NJ 07450; By Federal Express; by facsimile transmission; or by e-mail and registered or certified mail. Such notice, statement or other document so delivered to TelServ, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by email to TelServ shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail and postmarked not more than five days subsequent to the giving of e-mail notice. Any such email notice to TelServ shall be deemed effective as of the date on which TelServ receives the certified or registered mail notice.

19. Force Majeure. In the event of "force majeure" (as defined below), TelServ may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond TelServ's reasonable control, whether or not foreseeable at the time of entering into

the Agreement, in consequence of which TelServ cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the TelServ Services are located or maintained or through which the TelServ Services are provided, and non-availability of any permits, licenses and/or authorizations required by governmental authority. TelServ reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the TelServ Services (or any part thereof) with or without notice. You agree that TelServ shall not be liable to you or to any third party for any modification, suspension or discontinuance of the TelServ Services.

20. No Assignment By You; Assignment By TelServ. This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without TelServ's prior written consent. In particular, you may not sell accounts or sub accounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. TelServ may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of TelServ or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and TelServ and you hereby acknowledge and agree that neither TelServ nor you have executed this Agreement in reliance upon any such representation or promise.

22. Modification. This Agreement may be materially altered by TelServ by posting the new version of the Agreement at TelServ.com/termservice and if posted in this manner, shall be effective immediately upon posting such notice. In the event that TelServ does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of the posting of notice of such change. You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of TelServ. No additional or conflicting term in any other document used by you will have any legal effect.

23. Statute Of Limitations. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

24. Employee Non-Solicit. Customers shall not directly and shall ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by TelServ. If any employee of TelServ, as a result of active recruitment solicitation by you, becomes employed by you, you agree to pay TelServ at the time of such employment an amount equal to fifty (50%) of the employee's estimated income during the first year of employment. This paragraph does not pertain to unsolicited employees that voluntarily approach you for employment.

SCHEDULE A

TelServ: VOIP TELEPHONY SERVICE LEVEL AGREEMENT

TelServ will use commercially reasonable efforts to provide the Services as defined by the plan or

plans purchased or subscribed to under Customer Account.

VoIP/CLOUD SERVICE AVAILABILITY

1. "SERVICE AVAILABILITY" means the ability to make and receive voice telephone calls, including system receipt of voicemail messages. TelServ will use commercially reasonable efforts to minimize service disruptions and outages, and provides 99.996% reliability for its Voice System functions on a calendar-year basis.
 - a. "VOICE SYSTEMS AVAILABILITY" means the monthly uptime percentage including Domestic Telephone Numbers, Toll-Free Telephone Numbers, 2-way audio communication to PSTN, 911 calls, Auto Attendant/IVR, Voicemail, Audio Conferencing, and other services that have a direct impact on new call attempts and call completion guarantees during a calendar-year. Secondary capabilities, such as (but not limited to) SMS, Mobile Applications, Fax, Desktop Applications, Web Applications, APIs, and Notification Alerts, are not included in Voice System Availability guarantee.
2. EXCLUSIONS. Loss of Service Availability caused by (i) issues beyond TelServ's reasonable control, including, without limitation, SYN/denial-of-service or similar attacks, mail bombs, DNS resolution, hardware failure, Internet availability, Customer portion of the network, IP transit provider issues, or (ii) any loss of Services related to periods of time where customer premises equipment is being replaced or repaired; (iii) any issues related to the Services due to number porting, whether inbound or outbound; or (iv) Scheduled or Emergency Maintenance will be excluded from Service Availability calculations; (iv) issues caused by system administration, settings, commands, lack of access to the web portal, or other changes performed by Customer; or (v) issues arising from Customer's use of third-party hardware, software, or applications not previously approved by TelServ.
3. FORCE MAJEURE. TelServ will not be liable for any failure or delay in its performance for credits under this SLA policy, due to any cause beyond its reasonable control, including but not limited to Acts of God, accidents, fire, flood, explosion, vandalism, fiber optic or other cable cut, network congestion, cybersecurity breach, storm, or other similar catastrophes, any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having jurisdiction over TelServ or Customer, or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more said governments, or of any civil or military authority, national emergencies, terrorism, insurrections, riots, wars, or embargoes.
4. OUTAGE CALCULATIONS. To calculate Service Outage, TelServ uses a combination of methods, including analyzing logs from both Voice Services event monitoring systems and the actual affected infrastructure components. TelServ will match these findings with

client reports to determine the actual time frame. Any loss of Service Availability less than five (5) minutes in duration will not be included in the calculation of Service Availability.

5. **OUTAGE CREDIT.** If VoIP Service Availability for Customer Account in any monthly billing cycle falls below the level set forth above Section 4, TelServ will issue a credit ("Service Outage Credit"). The credits will be verified for validity and will be subject to other conditions herein. The Service Outage Credit will be calculated at rates specified within the schedule included below.
 - a. **SERVICE OUTAGE CREDIT REQUEST AND PAYMENT PROCEDURES.** To request a Service Outage Credit, (a) Customer Account must be in good standing with TelServ (i.e., current on all payments) at the time of the request, (b) Customer must open a technical support ticket via email at support@TelServ.com reporting an apparent Service interruption within forty eight (48) hours of the event requesting a Service Outage Credit. Service Outage Credit requests must include Customer Account name or Account number and the dates and specific times for which Customer is requesting Service Outage Credits. TelServ will compare information provided by Customer to the data referenced in Section 4 above. TelServ will calculate the Service Outage Credit based on the type of particular service for which the Service was not available, the service fees for the particular Service and the percentage of overall individual Service affected.
 - b. **LIMITS ON SERVICE OUTAGE CREDIT & SOLE AND EXCLUSIVE REMEDIES.** Subject to Customer's valid submission of a Service Outage Credit request and other conditions herein, if a reported Service Availability under Customer Account for any calendar month is below 99.996%, TelServ will issue a credit in accordance with the following schedule:

| Service Availability (on a calendar-year basis) | Amount of the credit as a % of monthly fee for affected Service |
|---|---|
| 99.0% to 99.996% | 5% of monthly fee credited |
| 98.0% to 98.99% | 10% of monthly fee credited |
| 95.0% to 97.99% | 20% of monthly fee credited |
| 90.0% to 94.9% | 40% of monthly fee credited |
| 89.9% or below | 60% of monthly fee credited |

c. The total

Service Outage Credit due to Customer for any service affected may not exceed sixty percent (60%) of the monthly service fees charged for use of the service during the month for which the Service Outage Credit is to be issued, unless the amount to be credited is less than ten dollars (\$10.00) in which case the credit amount will be ten dollars (\$10.00). Only one (1) Service Outage Credit is available in any given calendar month. Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

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6. SERVICE COMMITMENT. TelServ is to provide customers reliable and dependable service and is committing to the following service levels

- a. MEAN OPINION SCORE (MOS) COMMITMENT. MOS is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. TelServ is committed that the Voice Network performance will not drop below 4.0 where MOS is calculated using the standards -based E -model (ITU -T G.107). Performance is measured by periodically collecting data across the Voice Network, from which a monthly average is derived.
- b. JITTER COMMITMENT. Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. TelServ is committed that monthly jitter performance within the Voice Network will not exceed 20.0 millisecond. Performance is measured by periodically collecting data across the Voice Network, from which a monthly average is derived.
- c. RESPONSE TIMES COMMITMENT. TelServ representative will respond via email, telephone, or text to the request for support within the following time frames during

TelServ business hours*:

| OUTAGE LEVEL | Priority | Response Time | Response Time |
|---|----------|-------------------|--------------------|
| | | Business Hours | After Hours |
| Service Not Available All users (>90%) experiencing issues | Critical | Less than 1 hour | Less than 2 hours |
| Large Outage Large number of users (>50%) or business critical functions are affected | High | Less than 2 hours | Less than 4 hours |
| Outage Some users (>15%) are affected | Normal | Less than 4 hours | Less than 12 hours |
| Individual Outage | Low | Less than 8 hours | Less than 24 hours |

- d. **TIME TO REPAIR COMMITMENT.** TelServ Time to Repair (TTR) commitment provides that priority one (PTY 1) tickets will be resolved within 4 hours or less within the United States & Canada. PTY 1 Tickets are categorized as a “Hard Outage” where there is complete loss of Service that results in Customer’s inability to receive any inbound calls and/or complete any outbound calls from a given location using TelServ Services. “Time to Repair” is defined as time taken to restore Service during a Hard Outage based on trouble ticket time. The TTR commitment is not applicable to sites that do not use an approved TelServ Internet Service Provider or the issue is listed in the section 2 “Exclusions” above.

TelServ Service and Operations Management

TelServ monitors its network 24x7. Our Network Operations Center (NOC) monitors outages and status changes. We have redundant servers and circuits for immediate failover in our three collocations.

Service and Operations Management normal hours are Monday through Friday from 8AM EST to 6PM EST. After hours

For service issues, including:

- Network is not processing calls or users not reachable
- Network is not stable (all customer calls are dropping from time to time)
- Network is degraded (all customer calls have poor voice quality)

Please contact TelServ Customer Support :

Email: support@TelServcommunication.com

Phone: (833) 503-2560