



VoIP Service Agreement

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THIS SERVICE AGREEMENT ("Service Agreement"), between the customer named above ("Customer") and IEVOLVE, Inc. (IEVOLVE) is effective when signed by both Customer and IEVOLVE (the "Effective Date"), and shall continue in effect as long as the Services are provided under this Service Agreement. This Service Agreement is part of the Master Agreement.

1. Term.

This Services Agreement shall be effective on the Effective Date and the term of the Agreement shall commence upon the later of (i) installation of the initial services or (ii) the Effective Date and shall continue for a period of 12 months (the "Term"). The Term shall automatically renew for another Term of equal length, unless either party gives the other party written notice of its intent not to renew at least 30 days before the end of the then current Term. If notice of non-renewal is not timely received, then the Term will automatically renew.

2. Authorization.

Customer hereby authorizes IEVOLVE to provide the services listed on any attachments to this Services Agreement (the "Services").

3. Charges, Payments, and Taxes

a. Charges. IEVOLVE's fees and charges are set forth in Appendix A and the applicable Master Agreement. IEVOLVE's fees and charges may be changed by IEVOLVE from time to time upon written notice to Customer. The Customer will be billed for Services, equipment costs (including shipping), installation fees, taxes and other recurring charges, in advance. However usage charges, termination charges and other charges may be billed in arrears, as IEVOLVE shall determine. Based on the fees set forth on Exhibit A, Customer is responsible for paying the first and last months of service in advance.

b. Late Fees. Amounts that are posted to the Customer's account will be deemed late if not paid within 10 days from the date of posting and will bear interest at the greater of the rate of 1.5% per month or the maximum rate allowed by law.

c. Charges for Directory Assistance, 411. The Customer will pay \$1.95 for each call made to directory assistance.

d. Service - Billed in Full Months. The Services are billed in full months and during each month, all normal charges will apply." Normal charges" include access, line, usage, taxes, surcharges and any other fees. The Customer is obligated to pay for a full month's Services, even if notice of nonrenewal is given by the Customer at the beginning of the month.

e. Order Changes. The Customer acknowledges that any order changes made after a Firm Order Commitment Date ("FOC Date") is received by I-Evolve may result in a change charge. Customer will

be charged \$15.00 per ported number or \$125.00 per ported number if the change occurs within 48 hours of the scheduled number port date.

f. Fair Usage Policy for i-Communicate Subscribers

IEvolve, Inc has implemented a Fair Usage Policy to ensure the continued low rates for all customers. IEvolve, Inc reserves the right to offer you an alternate service plan, suspend or terminate services, if at any time we deem your usage to exceed normal use or fair usage limits. Should you exceed IEvolve, Inc's Fair Usage Allowance, you will be charged normal usage rates for your calls above and beyond the usage allowance

g. Fair Usage Allowance

All local and domestic long distance calls are subject to a maximum limit of 5000 minutes per month per call path. As a fraud and security measure, calls exceeding 5 hours in length may be subject to disconnection.

The use of predictive or auto dialers, or call center traffic on i-Communicate call paths is strictly prohibited. Customers are welcome to purchase usage based plans, designed specifically for this type of high-volume traffic. Contact us at sales@i-evolve.com for more details. International and inbound toll free calls are usage based services which fall outside the unlimited call path plan.

4. Special Terms and Conditions

a. In addition to the provisions set forth in 3 (a) above, IEVOLVE will require a deposit of the first and last month's payment prior to the delivery of Services and also may request a deposit at any time as a condition to continuation of Services. Unused customer deposits will be refunded following expiration or termination of this Services Agreement.

b. If the Customer fails to make any payment when due and such failure continues for 10 business days after written notice from IEVOLVE, IEVOLVE reserves the right to immediately terminate or suspend Services without any further notification to Customer.

c. Upon a termination of the Services and timely payment of all charges then due, IEVOLVE may release or transfer the terminated Services' telephone number to the Customer's new service provider, in IEVOLVE'S sole and absolute discretion, if: i. IEVOLVE is notified in writing by the Customer of such requested transfer and all necessary information and consents are provided to IEVOLVE; ii. the new service provider is able to accept such number; iii. the Customer making the request was not in breach of this Services Agreement at any time during the Term; and, iv. the requested number to be transferred was not part of a block of numbers, as determined by IEVOLVE.

5. Installation, Acceptance and Access.

IEVOLVE will attempt to provide Services by any requested installation date, but will not be liable for any delays in Services delivery. The Services are delivered on the date the Services are installed ("Service Start Date"). Unless Customer notifies IEVOLVE in writing within 3 business days following the Service Start Date that

Services are not operational, then the Services will be deemed accepted by the Customer. At this time, the Service Term will commence and Customer will begin paying for the Services as of the Service Start Date. If access to non-IEVOLVE facilities (including inside wiring) is required for delivery of Services, installation, maintenance or removal of IEVOLVE equipment (the "Equipment") used to deliver Services, Customer will, at its expense, secure rights for IEVOLVE to access and the (eliminate) use of such facilities, power and HVAC as needed for Services delivery. Title to Equipment (including software) provided by IEVOLVE will remain with IEVOLVE. Customer will not create or permit to be created any encumbrances on IEVOLVE's Equipment. Customer will not access or attempt maintenance on IEVOLVE Equipment and will pay for any Equipment damage caused by Customer.

6. E911

a. Specific Disclaimer of Liability for Emergency Services.

Although IEVOLVE attempts to provide the 911 Services described in the 911 Service Terms (www.i-evolve.com/company/Legal/911_terms.html), which is attached here and incorporated by reference, IEVOLVE does not provide PSAP or any emergency services under any circumstances. Nor does IEVOLVE have any control over whether, or the manner in which, calls using our 911 dialing service are answered or addressed by any local emergency response center. Neither IEVOLVE nor its officers or employees may be held liable for any claim, damage, or loss that results from the Customer's use of the Services or any failure of the Services to perform. The Customer hereby waives any and all such claims or causes of action, arising from or relating to the use of Services to contact emergency services personnel. The Customer shall defend, indemnify, and hold harmless IEVOLVE, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to the Customer in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, the Customer or any third party relating to the absence, failure or outage of the Services provided hereunder, including specifically any claims arising out of the failure of IEVOLVE to offer emergency services.

7. IEVOLVE MAKES NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES. IN NO EVENT SHALL IEVOLVE BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS, OR GOODWILL ARISING IN ANY MANNER FROM THIS SERVICES AGREEMENT AND/OR THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER. The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws and/or principles. This Services Agreement is subject to and controlled by Customer's standard terms and conditions of service and the service-specific terms and conditions attached as Schedule 1 hereto, as such terms and conditions may be modified from time to time and all of which are hereby expressly incorporated by reference.

8. This Services Agreement shall be accepted by IEVOLVE only when signed by duly authorized officers of both Customer and IEVOLVE. No modification or revision to this VoIP Services Agreement by Customer (whether written or oral) shall be binding on IEVOLVE if it is in conflict with, inconsistent with or in addition to any of the terms contained herein, and in the Master Service Agreement, unless expressly accepted and agreed to by IEVOLVE in writing. Any

customer form containing terms and conditions of purchase shall not have the effect of modifying the terms and conditions herein and all such terms and conditions which are in conflict with, inconsistent with or in addition to any of the terms contained herein are specifically rejected by Customer.

9. Customer shall be solely responsible for ensuring that the materials and services sold hereunder are used only by authorized users. Under no circumstances shall IEVOLVE have any liability whatsoever to Customer or any other party in connection with or arising out of the unauthorized use of such materials or services.

10. Maintenance by IEVOLVE (which may impact service) is included in the fees for Services, unless such maintenance is necessitated by acts or omissions attributable to the Customer, for which Customer will pay cost of maintenance to IEVOLVE. In addition to Services maintenance, IEVOLVE may make certain network modifications and changes to the Customer's Services which changes do not materially and adversely affect Services performance. In the event of such a network modification(s) and changes, Customer understands that the same may limit Customer's ability to retain existing specialty programming and/or necessitate other changes or modifications to Customer's Services. IEVOLVE may be required to monitor voice calls for call quality purposes only. Customer will reasonably cooperate with IEVOLVE to facilitate such modifications.

11. Prohibited Uses.

Listed below are the prohibited uses. The use of Services and the Equipment as described below in this Section 11 is strictly prohibited ("Prohibited Uses"). The Customer hereby authorizes IEVOLVE to terminate or modify the Services at any time and without notice, if IEVOLVE determines in its sole discretion that the Services or the Equipment is, or was at any time, used for a Prohibited Use. The Customer is solely responsible for any Prohibited Use of the Services or the Equipment by the Customer or by anyone other than the Customer using the Services or the Equipment, whether authorized by the Customer or not. The Prohibited Uses are as follows:

a. Unlawful Uses. The Customer may not use the Services or the Equipment for any illegal act or use in any jurisdiction where the Service is used or where a call originates or terminates.

b. Submission of the Customer Information to Authorities. If IEVOLVE believes that the Services or the Equipment is or has been used for an unlawful purpose, IEVOLVE may forward the relevant information to the appropriate authorities for investigation and prosecution without notice to the Customer. Such information may include the Customer's identity, address and calling detail records and any other information in the possession of IEVOLVE. The Customer hereby consents to IEVOLVE's forwarding of any such communications and information to these authorities.

c. Subpoenas and other Legal Requests for Information. In addition, IEVOLVE will provide information and respond to law enforcement requests, subpoenas, court orders, and the like, for any purpose IEVOLVE determines is appropriate in its sole discretion, including to protect IEVOLVE, IEVOLVE's rights and/or property and in the case where failure to disclose the information may lead to personal injury or loss of property of the Customer or others.

d. Inappropriate Conduct. The Customer shall not use the Service or the Equipment in any way that is threatening, abusive, harassing,

defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior.

e. Tampering, Circumvention and Theft of Service. The Customer may not change the electronic serial number, "machine access control address" or equipment identifier of the Equipment. The Customer may not perform a factory reset of the Equipment unless instructed to do so by IEVOLVE. The Customer shall not attempt to hack, break-in, circumvent the Customer's billing, tracking or other systems, or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose. IEVOLVE may immediately terminate the Service without notice if the IEVOLVE believes, in its sole and absolute discretion, that the Customer has tampered with the Equipment or the Service or otherwise breached the terms of this paragraph. In the event of such termination, the Customer will remain responsible for the full month's charges to the end of the current Term, including, without limitation, unbilled charges, plus a termination fee (as defined below), if applicable, all of which will immediately become due and payable.

f. Loss, Damage, Theft or Misuse of Equipment. The Customer shall immediately notify IEVOLVE in writing if the Equipment is stolen, damaged or is being fraudulently used or otherwise being used in an unauthorized manner. When the Customer notifies IEVOLVE, the Customer must provide the account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of the Service and additional charges to the Customer. The Customer is responsible for all monthly charges and usage charges until the Customer notifies the IEVOLVE of theft or fraudulent use of the Equipment or the Service.

g. Customer acknowledges that it has read and accepted IEVOLVE's Acceptable USE Policy (the "AUP") located at www.i-evolve.com/company/Legal/acceptable_use_policy.html, or other locations that IEVOLVE may designate.**12. Miscellaneous Provisions**

a. IEVOLVE Provided Equipment. Customer acknowledges that Equipment not purchased by the Customer but provided by IEVOLVE in order to facilitate the services shall remain property of IEVOLVE. Such Equipment shall be returned to IEVOLVE immediately upon termination of Services.

b. Labels on Equipment. At all times while this Services Agreement is in effect or when using the Services, the Customer must display all warning or other notification labels on the Equipment or telephones, as directed by IEVOLVE or other Equipment provider. This includes but is not limited to an accurate and legible local number for appropriate police and fire departments, as well as other first responders.

c. License to the Customer. IEVOLVE hereby grants the Customer a non-exclusive license to the IP for the sole purpose of the Customer's use of the Services, and for no other purpose (the "License"). "IP" means any software, firmware or other intellectual property that is provided by IEVOLVE or used by the Customer in connection with the Service, whether provided along with the Equipment, is in the Equipment, is located on IEVOLVE's website for viewing or download, along with all documentation, manuals, guides or other information or materials used in connection with the Services. All IP included in this Services Agreement is the sole and exclusive property of IEVOLVE. The License is valid only during the Term and will automatically terminate upon the expiration or termination of the Term or the termination or discontinuance of the Services for any reason. The Customer acknowledges and agrees

that the IP is the sole and exclusive property of IEVOLVE and that nothing herein conveys any interest in the IP to the Customer, except the foregoing grant of the License. This paragraph shall survive expiration or termination of the Agreement.

d. Usage of Equipment. The Customer may use certain Equipment provided by IEVOLVE (hereinafter IEVOLVE-Provided Equipment) only in connection with the appropriate Services and as permitted in this Services Agreement. Any other use of this IEVOLVE Provided Equipment is strictly prohibited and may result in immediate termination of the Services and require payment of the termination fee (as defined below) and all other charges then due, plus any damages incurred by IEVOLVE as a result thereof. The Customer may not use the IEVOLVE-Provided Equipment with any other devices or other equipment not provided by IEVOLVE. The Customer agrees: (i) the IEVOLVE-Provided Equipment or any IP provided in connection with the Service may not be transferred to another party, (ii) the Customer will not reverse engineer, translate, decompile, disassemble or derive the source code from the binary code of the Equipment's firmware or software of any IP provided with the Service, and (iii) the Customer agrees that no provider of IP or any software used by the Customer in connection with the Services will have any liability to the Customer.

IEVOLVE as Reseller or Licensor. IEVOLVE is acting only as a reseller or licensor of the hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-IEVOLVE Product"). IEVOLVE shall not be responsible for any changes in the Services that cause the Non-IEVOLVE Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of any and all Non-IEVOLVE Products either sold, licensed or provided by IEVOLVE to Customer or purchased directly by Customer used in connection with the Services will not be deemed a breach of IEVOLVE's obligations under this Services Agreement. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of Non-IEVOLVE Product are limited to those rights extended to Customer by the manufacturer of such Non-IEVOLVE Product. Customer is entitled to use any Non-IEVOLVE Product supplied by IEVOLVE only in connection with Customer's permitted use of the Services. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by IEVOLVE to Customer through any Non-IEVOLVE Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or reexport any Non-IEVOLVE Product, or any technical data derived there from, in violation of any applicable United States or foreign law.

e. No Directory Listing. Telephone numbers assigned to the Customer by IEVOLVE will not be listed in any telephone directories nor may not be listed in a reverse directory. If the Customer transfers a number from another telephone company, then that telephone number may or may not be listed in the previous telephone directory. As a result, merchants, banks, creditors, lenders or other parties may not be able to verify Customer's address.

f. Suspension of Service. IEVOLVE reserves the right to suspend the Services, in whole or in part, including any features, at any time in IEVOLVE's sole and absolute discretion if deemed necessary but agrees to shall restore the Services to Customer promptly and in a commercially reasonable manner. If IEVOLVE determines that the suspension of the Service is not the fault of the Customer, then the Customer may request a pro-rated (number of full 24 hour periods divided by the number of days in the billing cycle) credit of the monthly charges for each day the Services were not operating pursuant to this Services Agreement.

g. Termination. If Customer terminates Service for convenience or Customer terminates Service for cause, Customer will pay IEVOLVE a termination fee (the Termination Fee" (which customer acknowledges is a reasonable approximation of damages and is not a penalty) as follows: (a) all unpaid amounts for Service provided through the date of termination; plus (b) all previously waived charges for the Service; plus (c) 100% of the remaining monthly recurring charges (if any) for the Term; plus (d) if not recovered by the foregoing, any termination liability payable to third parties.**h. Relocation.** Should the Customer relocate facilities during the Term of this Services Agreement, a new service agreement will be required to implement new services at the Customers' new facilities which will take the place of this Services Agreement. Installation and moving fees may apply and are solely at IEVOLVE's discretion. Customer agrees to give IEVOLVE ninety (90) days notice of any facilities move. However, IEVOLVE in no way warrants that its services are guaranteed to be delivered to Customer new premises at any date as service is dependent on construction and facilities available from its last mile provider.

h. Amendment. IEVOLVE may amend, modify or update this Services Agreement or the AUP at any time in its sole discretion. IEVOLVE will provide electronic and written notice of any amendment, modification or update of this Services Agreement or the AUP to Customer. If any material modification to this Services Agreement or the AUP is unacceptable to Customer, Customer may terminate this Services Agreement and a prorated refund for the duration remaining will be sent to Customer. However, if Customer does not terminate the Services Agreement, or if Customer continues to use the Services following effectiveness of the

modification, Customer's continued use will mean that Customer have accepted that modification.

i. Quality of Service. (VoIP Services) i- Communicate and i-Connect service is dependent upon installation of recommended i-Comply gateway device and Customer ordering broadband services through IEVOLVE or one of IEVOLVEs recommended broadband providers throughout the term of this Services Agreement

j. Customer Supplied Equipment. In the event that IEVOLVE approves the use of customer supplied equipment, Customer acknowledges that it takes full responsibility for the installation, maintenance and operation of such equipment and IEVOLVE will in no way be held liable for Services interruptions or degradation of Services as a result of customer supplied equipment.

k. Previous Contractual Obligations. Customer agrees that IEVOLVE will not be responsible for the termination or cancellation of any existing service contracts or agreements with any other communications service provider and any fees or penalties associated with such contracts.

l. Installation. Customer acknowledges that it is the owner of the site that i-Communicate Services will be installed in, or if the Customer is a tenant and not the owner of the site, the Customer acknowledges that it has secured the permission of the owner for installation of services required to support this Services Agreement. The Customer is also required to secure any licenses, permits or right of ways in order to complete this installation.