

ALLIED TELECOM GROUP, LLC SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as the "Agreement") sets forth the terms and conditions and governs Customer's ordering and use of the Service and Equipment (as defined below) provided by Allied Telecom Group, LLC ("Allied").

1. Definitions. The following definitions apply to this Agreement

"Account" means the account established by Customer for the use of the Service and/or Equipment.

"Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Contractor" means a person or entity, other than Allied, who is retained or used by Allied to assist in the sales, marketing, delivery, installation, provision, maintenance, servicing, repair, or operation of any Allied Service and/or Equipment.

"Customer" or **"you"** or **"your"** means the firm, corporation, or other entity which orders Allied's Service and/or Equipment and executes a Customer Service Order Agreement ("Service Order").

"Customer Equipment" means any Customer-provided equipment or wiring used in conjunction with and/or is connected to the Service. Customer Equipment includes, without limitation, all customer premises equipment (e.g., Private Branch Exchange (PBX), Key System, telephones, handsets, and computers). Customer Equipment also includes all equipment purchased by Customer from Allied or any third party.

"E911 Disclosure Notice and Acknowledgement" or **"E911 Disclosure"** means the provisions set forth in the Allied E911 Disclosure Notice and Acknowledgement posted on the Website at www.alliedtelecom.net and/or attached to and incorporated by reference into the Customer Service Order Agreement stating Allied's policies regarding the availability and limitations of E911 service and as may be amended from time to time by Allied. In the event of any conflict or inconsistency between the E911 Disclosure provisions set forth on the Website and the E911 Disclosure attached to any Customer Service Order Agreement, the E911 provisions set forth on the Website are the most current provisions and shall apply and govern this Agreement and any Customer Service Order Agreement.

"Equipment" means voice and/or data equipment at Customer's location(s) that is directly provided and maintained (see Section 2.m.) by Allied and used in conjunction with the Service; and includes "Allied Provided Voice Equipment" that is any equipment provided by Allied that relates to the Service and covered under the Allied Provided Voice Equipment Policy.

"In-Service Date" means the date appearing on Customer's invoice that states when any Service was installed and made available for Customer's use at any Customer location.

"Internet Protocol" or **"IP"** means a standard protocol designed for use in interconnected systems of packet-switched computer communication networks.

"Service" or **"Services"** means the services provided to Customer by Allied, including voice, data, and all other types of communications services. The specific services to be provided by Allied to Customer are listed in the Customer Service Order Agreement executed by Customer.

"User" means any person or entity that obtains or uses Allied's Service and/or Equipment provided under this Agreement and/or any Service Order, regardless of whether such person or entity is authorized by Customer.

"Voice over Internet Protocol" or **"VoIP"** means a technology that enables callers to use IP networks (e.g., the internet or private IP network) as the transmission medium for telephone calls by sending voice data in packets using IP rather than by traditional circuit switched technology.

"Website" means the Allied website identified by the domain name www.alliedtelecom.net, along with any content set forth therein, as updated from time to time by Allied in its sole discretion.

2. Terms and Conditions.

(a) Acceptance. By ordering, activating, using, or paying for the Service or Equipment, Customer agrees to be bound by this Agreement. The E911 Disclosure is incorporated into this Agreement by reference.

(b) Use. Customer is responsible for all use of the Service and Customer Equipment, and Equipment associated with the Account. Customer accepts full responsibility and liability for such use. Customer and all Users shall not utilize the Service or Equipment for any unlawful purpose. Customer shall not use Service for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law, or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law. Allied, in its sole discretion, may terminate Service immediately and without advance notice if Customer violates any of the above restrictions, leaving Customer responsible for any and all charges as set forth in Section 3(b).

(c) Fraudulent or Unauthorized Use of Services. Customer is responsible for ensuring that all Customer premises equipment (CPE) (e.g., Private Branch Exchange (PBX), Key System or any other equipment connected to the Service), regardless of whether such equipment is provided by Customer or Allied, is protected from fraudulent or unauthorized access and use. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Customer agrees to notify Allied promptly if it becomes aware of any fraudulent or unauthorized use of any Service. Allied may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Allied reserves the right to restrict, suspend or discontinue providing any Service in the event of any suspected or actual fraudulent or unauthorized use by Customer. Allied shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of any Service.

(d) Limitations of E911 Service.

(i) Customer agrees and acknowledges that due to the unique nature of VoIP services (including, but not limited to mobility and portability of dial-tone service), there is potential for inaccurate Customer provided physical address information, thus emergency E911 operator services cannot be provided to Customer by Allied with certainty. Customer shall defend, indemnify and hold Allied, its officers, directors, employees, agents, and contractors harmless from any and all losses, damages, claims, allegations, causes of action, liabilities, penalties, fines, costs and expenses, and any other liabilities, including, without limitation, reasonable attorneys' fees and court costs, (collectively, "Claims"), arising out of or related to the inaccuracy of any information, the inadequacy of any procedure, and/or the act, error, or omission of any Customer employee, agent, or contractor or any User, relating to the activation, implementation, use, or provision of E911 service. Neither Allied nor any Allied employee, agent, or contractor shall be liable for damages to any person, corporation, or entity relating to or arising from the provision or unavailability of E911 service other than an act or omission constituting gross negligence or willful misconduct. Additionally, if Customer uses a PBX Key System or any other multiline telephone system in connection with the Service provided by Allied, Customer is responsible for programming the telephone system to ensure that agencies receiving E911 emergency calls through the telephone system will receive accurate information about the location of the caller. During a power outage at any Customer location, normal phone service, including E911 calling, may be unavailable. Allied uses the termination address of Customer telephone service to identify Customer calling location for E911 calls/service. To ensure that E911 authorities receive Customer's correct address, the Allied telephone services should not be moved without advance written notification to Allied. Customer must provide at least five (5) business days prior written notice to Allied to move or relocate any telephone service.

(ii) By using the Service and/or Equipment, Customer acknowledges the limitations of E911 service as described in the E911 Disclosure, as well as those set forth in this Section 2(d). Customer agrees and acknowledges that while some individual services offer access to E911

service, others may not. Customer is advised to thoroughly understand the E911 service. Customer further acknowledges that it has received the information regarding the limitations of E911 services, has read, understands, and agrees to the terms and conditions of the E911 Disclosure, and assumes the risks associated with the E911 service limitations. Allied may disclose to the Federal Communications Commission that Customer has acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement.

(e) Availability. The Service and Equipment are offered subject to the availability of the necessary facilities, power, services, and equipment, and subject to the provisions of this Agreement. Allied shall not be responsible or liable for any delay(s) in installing or providing any Service or Equipment ordered by Customer.

(f) Compatibility. The Service and Equipment may not be compatible with Customer Equipment, and Allied is not required to maintain or repair Customer Equipment, or modify the Service to make it compatible with Customer Equipment.

(g) Limitations of Service and Equipment. Customer or any User may not be able to utilize the Service or Equipment, if: (i) the Customer Equipment fails; (ii) the power required to operate Customer's or any User's computer, router, modem, or any other equipment, if applicable, fails; (iii) Customer's or any User's computer experiences hardware or software problems and/or viruses; (iv) in situations where Allied is not the internet service provider, Customer's or any User's internet service provider fails to provide adequate services for any reason; (v) Customer's or any User's hardware or software is improperly installed; or (vi) Customer or any User is blocked or otherwise unable to access the Allied network. By using the Service and Equipment, Customer and its Users acknowledge that the Service and/or Equipment may be limited in certain circumstances and may not be available 100% of the time. Allied will not be liable for errors in transmission or for failure to establish connections. In addition, Customer acknowledges and agrees that the Service and/or Equipment may not be compatible with certain fax machines or firewalls.

(h) Customer Responsibilities. By using the Service and/or any Equipment, Customer, on behalf of itself and all Users, agrees to abide by all rules and regulations, including the exportation of data from the U.S. or other applicable jurisdictions. With respect to Customer's use of the Service and/or any Equipment as well as any Customer Equipment, Customer shall be responsible for any claim or damages arising from or related to: libel; slander; invasion of privacy; infringement or unauthorized use of any copyright, trademark, trade name, service mark, or any other intellectual property right; interference with or misappropriation or violation of any proprietary or creative right; any injury to any person, property, or entity arising out of the material, data, information, or other content used, received, or transmitted by Customer or any User; and any act, error, or omission by Customer or any User. Unless caused by the gross negligence or willful misconduct of Allied, Customer shall also be responsible and liable for any personal injury, property damage, or death of any person caused, directly or indirectly, by Customer, any User, or any Customer employee, agent, or contractor, arising from or related to the installation, maintenance, location, condition, operation, failure, presence, use, or removal of the Service, Equipment, or any Customer Equipment.

(i) Additional Responsibilities. Customer is also responsible for all internal wiring, Customer Equipment, installation of hardware and software on Customer Equipment, and arrangement of access rights for Allied including space for cables, conduits, and equipment as necessary for Allied-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all facilities and equipment provided by Allied. Upon request by Allied, Customer will work directly and in good faith with its building owner or property management firm and Allied to secure a written building access agreement. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for equipment. Customer is responsible for ensuring that Customer Equipment is compatible with the Service and the Allied network.

(j) Service Issues. Allied shall not be responsible for any service interruption, degradation, delay, transmission error, operational failure, and/or unavailability (individually and collectively referred to as "Service Problem") at any location where Allied is not the internet service provider for Customer. This includes any situation where, instead of routing voice and data traffic on Allied's network, Customer uses a service or circuit (e.g., T-1, DSL, cable, Ethernet) to route traffic over the public internet or a third party network. Although Allied agrees to take commercially reasonable efforts to work with Customer to try to identify, address, and

resolve any Service Problem at an off-net service location (i.e., not on the Allied network), Allied is unable to control the reliability or quality of traffic routed from an off-net service location. Allied is not responsible for any Service Problem experienced by Customer at any location where Customer orders or uses an off-net service. Customer shall not be entitled to any service credits or any other remedy, including, without limitation, a termination right under Section 3(d), for any Service Problem at any off-net service location.

(k) Information and Installation Responsibilities. Allied will notify Customer on the In-Service Date, i.e., the date when the Service has been successfully installed and is available for Customer's use. Customer shall have three (3) business days to accept or advise Allied in writing of any service level concern regarding the Service ("Acceptance Period"). If Allied makes the Service available to the Customer, but Customer, for whatever reason, is not ready to accept and use the Service, billing for the installed Service shall nonetheless commence on the In-Service Date. This applies to circumstances including, but not limited to, if Customer does not have its Equipment installed to begin using the Service. Failure by Customer to accept the Service or notify Allied in writing of any service level concern within the Acceptance Period shall be deemed as an automatic acceptance of Service. Any use of a Service, other than for verification and acceptance testing, shall constitute immediate acceptance of the Service. The payment obligation as of the In-Service Date shall not apply if Customer provides written notice to Allied of any service level concern regarding the Service during the Acceptance Period. In such situation, Customer's payment obligation shall commence on the date when the Service operates in accordance with the applicable technical specifications or would have been installed except to the extent any delay is caused by Customer's (i) failure to provide any requested information and/or documentation to Allied in a timely manner; and/or (ii) Customer cancels the installation or requests that the installation date for any service or circuit be moved to a later date.

(l) Required Maintenance. Allied reserves the right to perform maintenance on or upgrade its network, its infrastructure, the Service, and/or Equipment, without prior notice or liability, even if such actions cause a partial or full disruption of the Service; however, subject to Allied's business needs, Allied will use commercially reasonable efforts to perform maintenance on and upgrades to its network, infrastructure, Service, and Equipment in a manner so as to avoid unduly interfering with Customer's use of the Service. Allied may, in its sole discretion, add, change, or delete features or functionality of the Service and/or Equipment.

(m) Equipment. Unless otherwise agreed to in writing between Customer and Allied or purchased and fully paid for by Customer from Allied as set forth in a Service Order signed by both parties or other written agreement between Allied and Customer, all Equipment provided to Customer by Allied or an Allied-designated vendor and used for the provision or support of any voice and/or data service shall at all times remain the property of Allied. Upon discontinuance or termination of Service or this Agreement for any reason, all Equipment shall be returned by Customer to Allied within ten (10) days of the final day of Service or Customer shall promptly pay to Allied the full replacement cost of any such Equipment based on the current market price to purchase new replacement Equipment.

Customer is responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves Customer from the payment obligations under this Agreement. Customer agrees to promptly notify Allied in writing of any loss or damage and Customer will then pay to Allied the present value of the Equipment. Any proceeds of insurance will be paid to Allied and credited against the present value due on the Equipment. Customer agrees to keep Equipment fully insured against loss, naming Allied as a loss payee and additional insured, in an amount not less than the insurance requirements listed below until this Agreement is terminated. Customer also agrees to obtain a general public liability insurance policy from anyone who is acceptable to Allied and to include Allied as an insured on the policy. Customer will provide 10 days advance written notice to Allied of any modification or cancellation of Customer's insurance policy(s). Customer agrees to provide Allied certificates or other evidence of insurance acceptable to Allied. If Customer fails to comply with this requirement within 30 days after the start of this Agreement, Allied may charge Customer a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of Allied's credit risk and administrative and other costs, as would be further described on a letter from Allied to Customer. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

Customer shall maintain (a) business personal property insurance covering the Equipment against loss, theft, and/or all-risk property damage for full replacement value, (b) comprehensive liability insurance with a policy limit of at least \$2,000,000 to protect Allied against bodily injury or damage resulting from the installation, operation, or maintenance of the Equipment, and (c) Worker's Compensation insurance in statutory amounts. All policies written pursuant to this Section shall be with insurers (i) licensed to do business in the state in which the Equipment is located and (ii) carrying an A.M. Best rating of at least A-VIII. All policies, including any renewals thereof, shall specify that such policy cannot be canceled or reduced without at least thirty (30) days written notice to the other party.

3. Term and Termination.

(a) Unless terminated pursuant to the terms of this Agreement, this Agreement shall remain in effect for as long as Allied is providing any Service or Equipment to Customer or until the expiration of all Service Orders. Unless otherwise terminated pursuant to this Agreement, the Service is offered for an initial term of service (the "Initial Term") specified in the Service Order, which term shall be a minimum of twelve (12) months unless otherwise agreed to in writing by Allied and could be longer depending on the length of term selected by Customer in the Service Order. The Initial Term shall begin on the In-Service Date and continue until the expiration of the Initial Term. Following the expiration of the Initial Term, each Service Order shall automatically renew for successive one (1) year terms (each, a "Renewal Term") unless and until either party notifies the other party in writing at least sixty (60) days prior to the end of the Initial Term or any Renewal Term then in effect that it does not wish to renew the Service Order. Any such written notice of non-renewal or termination provided by Customer must be sent to Allied via an email message sent to: contracts@alliedtelecom.net. Any notice of non-renewal or termination by Customer will not be deemed accepted or valid until Customer receives a confirming email message from Allied containing a termination case number. If, during the Initial Term or any Renewal Term, Customer adds any additional services or circuits to its use of the Service, the amount of Customer's monthly recurring charges shall increase in accordance with Allied's prevailing rates in effect at the time. The term for any such additional services must be mutually agreed upon by Allied and Customer in a Customer Service Order Agreement Addendum to be executed by both parties. To the extent that the term for any such additional services extends beyond the Initial Term or any Renewal Term, the provisions of this Agreement shall remain in full force and effect with respect to such additional services until the expiration of the term for such additional services.

(b) **Early Termination.** (i) If this Agreement and/or any Service Order is terminated by Customer prior to the expiration of the Initial Term or any Renewal Term then in effect and such termination is not due to Allied's uncured breach as set forth in Section 3(d) or if Allied terminates this Agreement and/or any Service Order pursuant to Section 2(b) or due to Customer's uncured breach pursuant to Section 3(d), Customer shall pay to Allied an early termination charge, which Customer agrees is reasonable, equal to all non-recurring and monthly recurring charges for Service and Equipment set forth in each Customer Service Order Agreement which would otherwise be due through the end of the Initial Term or Renewal Term in effect at the time, including all applicable taxes and fees **plus** an accelerated lump sum payment equal to the total amount which would be due for all construction related costs and all remaining payments which would be payable by Customer for any and all Equipment being purchased by Customer in monthly installments. For avoidance of doubt, Customer agrees and acknowledges that the foregoing early termination charges shall apply even if Customer terminates the Agreement and/or any Service Order prior to commencement of the Initial Term and/or prior to the In-Service Date. The parties agree that the precise damages resulting from an early termination by Customer or termination by Allied due to Customer's breach are difficult to ascertain and the early termination charge set forth in this Section 3(b) is a reasonable estimate of anticipated actual damages and not a penalty. The early termination charge shall be due and payable within ten (10) days of the effective date of termination.

(c) Notwithstanding the early termination charges set forth in Section 3(b) above, at any time after one hundred twenty (120) days from the In-Service Date for voice services and upon thirty (30) days prior written notice to Allied, Customer may reduce its use of Allied's voice services by up to a total aggregate of twenty percent (20%) of the monthly recurring charges for voice services (exclusive of any dedicated circuits), as set forth in the Service Order, without incurring any early termination liability for such reduction. Customer's right to reduce its use of Allied's voice services shall not include or apply to any situation

where Customer decides to utilize services provided by another vendor in lieu of Allied's voice services.

(d) **Termination for Breach.** Either party may terminate this Agreement (and/or any Service Order) if the other party is in material breach of this Agreement and such breach is not cured within thirty (30) days after the breaching party's receipt of written notice thereof. Except for any unpaid amount owed by Customer to Allied, each party must exercise its right of termination for the other party's uncured breach within thirty (30) days of discovering the other party's breach of this Agreement or any applicable Service Order or such specific breach shall be deemed to have been waived. Notwithstanding any other provision of this Agreement, Allied has the right to suspend Service, and terminate this Agreement for Customer's material breach, immediately upon written notice if any amount owed by Customer is delinquent for more than twenty (20) days from the invoice date.

(e) **Effect of Termination.** Allied shall have no liability from any termination of this Agreement provided that it is conducted in accordance with the terms of this Agreement. Sections 1 through 5 and Sections 8 through 23 shall survive any termination or expiration of this Agreement.

4. Limitation of Liability.

(a) Allied's liability for damages arising out of any mistake, interruption, omission, delay, error, or defect which occurs in the course of installing, providing, maintaining, or modifying Service and/or Equipment or for any other reason, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the time period during which the fault(s) occurred. In the event that Customer experiences a loss of service due to Allied's fault, negligence, act, error, or omission, Allied will provide Customer with a credit on a pro-rata basis for the period of time that the Service was unavailable to Customer. In order to receive a credit, Customer must provide Allied written notice within ten (10) days of the service interruption and the credit will be applied to a future Customer invoice.

(b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY CUSTOMER SERVICE ORDER AGREEMENT, IN NO EVENT WILL ALLIED, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND CONTRACTORS, BE LIABLE TO CUSTOMER, ANY USER, OR ANY THIRD PARTY FOR ANY CLAIM, LOSS, EXPENSE, OR DAMAGE DUE TO LOSS OF REVENUES, PROFITS, SAVINGS, BUSINESS, OR GOODWILL, NOR WILL ALLIED, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AGENTS, AND CONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, PROXIMATE, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY, WITHOUT LIMITATION, TO ANY CLAIM, LOSS, EXPENSE, OR DAMAGE, RELATING TO OR ARISING FROM: (I) ANY MALFUNCTION OF ANY SERVICE, EQUIPMENT, NETWORK, OR FACILITY PROVIDED BY ALLIED OR ANY OTHER SERVICE PROVIDER; (II) THE FAILURE OR INABILITY OF CUSTOMER, ANY USER, OR ANY OTHER PERSON OR PARTY TO BE ABLE TO DIAL 911 OR ACCESS AND/OR SPEAK TO 911 EMERGENCY PERSONNEL THROUGH SERVICES OR EQUIPMENT PROVIDED BY ALLIED; AND (III) ALLIED'S SUSPENSION OR TERMINATION OF SERVICES IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 4 APPLY TO ALL CLAIMS, DAMAGES, AND ALLEGATIONS WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY.

(c) Except for Allied's gross negligence or willful misconduct, in no event shall Allied's total aggregate liability to Customer any User, and any person or third party whose claim or claims are based on or derived from a right or rights claimed by Customer or any User, for any and all claims arising from or relating to any Service Order, this Agreement, or any other claim or cause of action, whether in contract, tort, any theory of liability, or otherwise, exceed the aggregate amount of charges paid by Customer to Allied during the three (3) month period immediately preceding the date of the occurrence of the event giving rise to the claim or cause of action. Allied shall have no liability whatsoever for any damage to, or loss of, any equipment or other property under the care, custody or control of Customer or any User unless caused by Allied's gross negligence or willful misconduct, in which case Allied's maximum liability is set forth above in this Section 4(c).

(d) Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the limitations set forth in this Section 4 may not apply to Customer if prohibited by law.

(e) No action against either party arising out of this Agreement may be brought by the other party more than one (1) year after the cause of action has first arisen.

5. No Warranty. EXCEPT FOR THIRD PARTY MANUFACTURERS' WARRANTIES WHICH MAY BE APPLICABLE TO THE EQUIPMENT, THE EQUIPMENT AND SERVICE ARE PROVIDED BY ALLIED ON AN "AS IS" BASIS, AND CUSTOMER'S AND ANY USER'S USE OF THE EQUIPMENT AND SERVICE ARE AT CUSTOMER'S OWN RISK. WITHOUT LIMITING THE FOREGOING, ALLIED DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION AND NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED. ALLIED MAKES NO WARRANTY THAT THE SERVICE OR EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE. ALLIED DOES NOT WARRANT THAT ANY SERVICE WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE ALLIED NETWORK WILL HAVE THE CAPACITY TO MEET THE DEMAND OF CUSTOMER OR ANY USERS DURING SPECIFIC HOURS.

6. Customer Infrastructure Responsibilities. Customer is responsible for all costs at its premises, including, without limitation, its personnel, wiring, computer equipment, internet access (in situations where Allied is not the internet service provider), electrical power, and the like, necessary for the use of the Service and any Equipment.

7. Network Usage.

(a) **Use of Internet.** Allied makes no representation that the internet or any third party network used by Allied will adequately protect the privacy of Customer's or any User's personal information, and Allied expressly denies any liability associated therewith.

(b) **Monitoring.** Allied may monitor Customer's Account and Customer's User's use of the Service to respond to service or technical problems; to monitor compliance with this Agreement or any Service Order; if there has been an actual or suspected violation of this Agreement or any Service Order; to assess or determine that the Service and any Equipment are properly implemented and configured; at Customer's request; or to protect the integrity of the Allied network or Customer's use of the Service, in any emergency situation, or any other situation in which Allied, in its good faith judgment, deems appropriate under the circumstances. Customer acknowledges that the Service has been ordered, configured, and installed based on the specific information provided by Customer including, without limitation, the expected number of Users and Customer's anticipated capacity needs. Accordingly, and based on Allied's reliance on the information provided by Customer as well as the need to protect the integrity and reliability of the Allied network and mitigate against potential service issues, Customer shall not resell any portion of the Service without Allied's prior written consent, which consent may be withheld based on cost and/or network considerations.

8. Financial Terms.

(a) **Prices and Charges.** In addition to paying for all applicable non-recurring and professional services charges as set forth in any Service Order, Customer shall, throughout the Initial Term and any Renewal Term, pay the monthly recurring charges set forth in each Service Order. Subject to Section 3(c), all such monthly recurring charges shall apply irrespective of whether Customer decreases, abandons, and/or cancels its use of the Service during the Initial Term or any Renewal Term.

Taxes and Fees

(i) **Taxes.** Federal, state, local, county, municipal, and other government or regulatory agencies may assess taxes, including, without limitation, excise, franchise, sales, value-added, use, personal and real property taxes, surcharges and/or fees ("Taxes") on Customer's purchase and/or use of the Service and/or Equipment. These Taxes may change from time to time, with or without notice to Customer. Except for Taxes on Allied's net income, Customer is responsible for the payment of all applicable Taxes now in force or enacted in the future. Such amounts are in addition to the charges paid for the Service and Equipment. If Customer is exempt from any or all Taxes, it must provide Allied with an original certificate that satisfies applicable legal requirements attesting to its tax exempt status. Tax exemption shall only apply from and after the date that Allied receives such valid certificate. The imposition of or increase in any Taxes shall not constitute a rate increase and shall not give Customer a right to terminate this Agreement or any Service Order.

(ii) **Fees.** In addition to any Taxes imposed by governments or regulatory agencies, Allied reserves the right at any time to charge or increase various fees ("Fees"), including, without limitation, activation fees, E911 service fees, universal service fees, and regulatory recovery fees as well as recover costs associated with complying with government or regulatory programs. The imposition of or increase in any Fees shall not constitute a rate increase and shall not give Customer a right to terminate this Agreement or any Service Order.

(b) Billing and Payment.

(i) **Payment.** All Allied invoices are due within thirty (30) days of the invoice date and all payments must be made in U.S. currency. Customer shall pay monthly recurring charges for any partial month during the Initial Term or any Renewal Term on a pro rata basis. Customer is solely responsible for any and all charges incurred as the result of the use of the Services associated with Customer's Account, whether or not such charges were authorized or intended. Unless otherwise agreed to in writing by Allied, all monthly recurring charges for Service and Equipment will be billed and paid one calendar month in advance. All usage and related charges will be billed and paid in arrears as and when they are incurred and remain subject to the payment terms set forth in this Agreement. Allied has the right to bill and Customer shall pay for all non-recurring and Equipment charges when the applicable Service and/or Equipment is installed by Allied. All professional services shall be paid by Customer once rendered by Allied. Allied may suspend, restrict, or cancel use of the Service and Equipment, if Customer does not make full payment of all billed charges by the due date. Any amounts not paid to Allied within thirty (30) days of the date of the applicable invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. Returned checks are subject to a twenty-five dollar (\$25) fee. Customer shall also reimburse Allied for all attorneys' fees and other costs incurred by Allied in connection with bringing any action to collect any delinquent payments or arising from any Customer breach of this Agreement.

(ii) **Invoice Delivery.** Unless otherwise agreed to in writing, all invoices shall be delivered electronically via the email address on file for Customer's Account. Customer is obligated to keep its Account information accurate and current. An incorrect or obsolete email address shall not release Customer from any of its payment obligations.

(iii) **Methods of Payment.** Allied reserves the right to accept payment by credit card, check, ACH transfer, and/or wire transfer. Customer shall pay for all fees associated with paying an Allied invoice by ACH or wire transfer including, without limitation, any wire transfer fees. Customer also acknowledges and agrees that each credit card payment is subject to a credit card processing fee. Allied reserves the right to discontinue acceptance of payment by credit card, check, ACH transfer, and/or wire transfer at any time.

(iv) **E-Rate Customers.** This Section is applicable only for educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division (SLD) for E-Rate funding and shall designate Allied as its provider of Service. Customer shall also provide Allied with all documentation that is in response to all inquiries and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt thereof. Customer also acknowledges that increases and decreases in funding for Service may occur from the SLD. If Customer is denied SLD funding for any reason, Allied may then elect to decrease the level of Service provided to Customer. If full E-Rate funding is not received within six (6) months of application date, or by the opening of the application window for the following funding year, then Allied may terminate the Service and/or this Agreement immediately upon written notice without any further obligation or liability by Allied. Additionally, if full E-Rate funding is not received and Allied elects to terminate the Service and/or this Agreement, Customer shall be subject to early termination charges in accordance with Section 3(b).

(v) **Billing Errors.** Allied's obligation with respect to any errors resulting in Customer overpayment for Service and/or Equipment is limited to granting invoice credits equal to the dollar amounts of the overpayment. Under no circumstances will any billing error affect Customer's obligation to pay for Services and/or Equipment provided by Allied.

(vi) **Billing Disputes.** If Customer believes that it has been charged in error, or if Customer believes that it is due a credit or refund, Customer must notify Allied in writing within thirty (30) business days of the invoice date. Any billing disputes must be in writing and include a detailed statement

describing the nature and amount of the disputed charge(s) and the reason(s) why a credit or refund is being requested, and sent via email to the attention of billing@alliedtelecom.net.

Customer shall cooperate fully with Allied to promptly address and attempt to resolve the disputed charge(s). If Customer fails to provide written notice of dispute within the enumerated thirty (30) business day deadline, the charges and invoice will be considered correct and binding on Customer. Irrespective of the foregoing, Customer shall pay the undisputed portion of any disputed invoice in a timely manner and in accordance with the payment terms set forth in this Agreement.

(c) Service Suspension, Termination and Restoration. Allied may suspend or terminate Customer's Service, and may terminate this Agreement, if Customer fails to meet any of its payment obligations or if Customer or any User uses the Service in violation of this Agreement or in violation of any law. If Service is suspended for non-payment of charges, it will only be restored when all charges are paid in full and at Allied's discretion. However, Allied may, at its sole option, choose to restore or re-establish Customer's Service prior to the payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of Allied's right to receive full payment for all charges due or as a waiver of any rights to suspend or disconnect Service for non-payment of any such charges due and unpaid or for the violation of any provision of this Agreement; nor shall the failure to suspend or disconnect Service for non-payment of any past due amount operate as a waiver or estoppel to suspend or disconnect Service for non-payment of any invoice or of any other past due amount.

(d) Authorization to Verify Credit Rating. At Allied's request, Customer shall promptly provide Allied with the information necessary to verify Customer's credit rating prior to providing Customer with access to any Service and/or Equipment.

(e) Deposit. Allied in its sole discretion has the right to conduct a review of Customer's credit rating, credit history, and payment history at any time prior to the In-Service Date or at any time while Allied is providing any Service or Equipment to Customer. Upon Allied's request, Customer shall promptly provide Allied with financial statements or other indications of Customer's financial and business circumstances and cooperate in good faith so that Allied may review Customer's credit standing. Allied, in its sole discretion, may at any time, as a condition of providing new Service and/or Equipment or continuing to provide any Service and/or Equipment, require Customer to tender a security deposit or other form of security acceptable to Allied. Allied may apply Customer's deposit to past due obligations as well as to any fees or other assessments to Customer's Account.

(f) Voice Service Change Authorizations. Notwithstanding anything contained herein to the contrary, if at any time after the In-Service Date Customer requests to purchase additional phone Equipment and/or voice services; Allied will permit such changes as long (i) the Customer request is in writing sent via email by an authorized representative as noted in Allied's records, (ii) does not exceed \$250.00 in additional charges per request, and (iii) a confirmation email from Allied serves as authorization of the requested changes to the Customer's account. This provision excludes the outright purchase of any phone Equipment.

9. Indemnification. Customer shall, at its expense, indemnify, defend and hold harmless Allied, its officers, directors, employees, agents, and contractors, from and against any and all claims arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of Customer or any User of the Service or Equipment; (ii) any breach by Customer of any term or condition of any Service Order or this Agreement; (iii) any claim by any employee or invitee of Customer or User other than a claim based on the gross negligence or willful misconduct of Allied; (iv) any claim by any customer of Customer, User, or any other third party relating to, or arising from, Customer's use of the Service and/or Equipment; or (v) violation of any law or regulation by Customer, any User, or any Customer employee, contractor, or agent.

10. Confidentiality.

(a) Each party (a "Receiving Party") acknowledges that it and its employees, contractors, or agents may, in the course of providing or using the Service, Equipment, and/or otherwise satisfying its obligations hereunder, be exposed to and/or receive information which is proprietary or confidential to the other party (a "Disclosing Party"). Any and all such information in any form obtained by a Receiving Party or its employees, contractors, or agents in the provision or use of the Services, Equipment,

or the satisfaction of such party's obligations under this Agreement, including but not limited to the financial terms of this Agreement or any Service Order, product and business information, financial information, trade secrets, know-how and information regarding processes, shall be deemed to be the confidential and proprietary information ("Confidential Information") of the Disclosing Party. The Receiving Party shall: (i) hold all of Disclosing Party's Confidential Information in strict confidence; (ii) disclose Disclosing Party's Confidential Information only to employees and/or contractors who have a need to know such Confidential Information and who are obligated to hold such Confidential Information in strict confidence; and (iii) not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose such Confidential Information to third parties, or to use such Confidential Information for any purposes whatsoever other than in connection with the Receiving Party's performance and obligations under this Agreement.

(b) Confidential Information shall exclude all information, which (i) is at the time of disclosure or thereafter becomes a part of the public domain through no act or omission of the Receiving Party, its employees, contractors, or agents; (ii) was in the Receiving Party's possession as shown by written records prior to the disclosure and had not been obtained by Receiving Party either directly or indirectly from the Disclosing Party; (iii) is hereafter disclosed to the Receiving Party by a third party who did not acquire the information directly or indirectly from the Disclosing Party hereunder; (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, as evidenced by written records; or (v) was required by law to be disclosed, but only to the extent and for the purposes of such required disclosure.

11. Governing Law and Dispute Resolution.

(a) This Agreement and the terms of any Service Order and any addendum thereto, shall be governed by and enforced according to the laws of the District of Columbia without giving effect to any conflicts of laws rules.

(b) In the event of any controversy or claim arising from or related to this Agreement, its performance or interpretation, the parties, in good faith, will initially attempt to resolve the dispute between them. Except for disputes, controversies, claims or collection efforts regarding Customer's failure to pay any charges, amounts or fees invoiced to Customer or arising from any payment dispute, any and all disputes, controversies and claims arising out of or relating to this Agreement or any Service Order, including its/their validity, shall be handled, determined, and resolved by arbitration conducted in Washington, D.C. before one (1) arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures then in effect of the American Arbitration Association. The arbitrator's award shall be final and binding on the parties, and judgment confirming such arbitration award may be entered thereon in any court having jurisdiction over such proceedings. Each party shall bear its own costs and expenses of preparing and presenting its case and shall bear an equal share of the arbitrator's expenses and fees. The arbitrator shall not be empowered to award damages in excess of direct compensatory damages in accordance with and subject to the terms of this Agreement and shall not be authorized to award special, indirect, punitive, incidental, or consequential damages, and each party irrevocably waives any damages in excess of direct compensatory damages.

(c) Action to Collect Charges. Notwithstanding Section 11(b) above, the parties hereby agree that any disputes, controversies, claims or collection efforts regarding Customer's failure to pay any charges or fees invoiced to Customer arising from or relating to this Agreement including any Service Order, may be brought in the state or federal courts in the District of Columbia. The parties hereby consent and submit to the exclusive jurisdiction of such courts. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above and is not otherwise subject to arbitration. The parties waive any right to jury trial in connection with any action or litigation in any way arising out of or related to Customer's failure to pay any charges or fees invoiced to Customer under this Agreement. Furthermore and notwithstanding Section 11(b) above, Allied shall be entitled to prompt reimbursement from Customer for all attorney's fees and costs in the event it institutes any action to collect any amounts owed for Service and/or Equipment under this Agreement or any Service Order. If Allied is required to initiate such an action, it shall not be limited to arbitration.

12. Severability. In the event that any of the provisions of this Agreement or any part thereof shall be determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such provision or part thereof shall to that extent be severed from the remaining provisions of this

Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

13. Notice.

(a) To Customer: Unless expressly stated otherwise in this Agreement, in the event Allied is required or desires to provide Customer with notice under this Agreement, it will provide electronic notice to the e-mail address on file. In the event that Customer changes its e-mail address, Customer shall advise Allied immediately in writing. By Customer's acceptance of this Agreement, Customer agrees to electronic delivery of all required notifications including invoices, unless otherwise provided for herein.

(b) To Allied: Unless expressly stated otherwise in this Agreement, in the event Customer is required or desires to provide Allied with notice, all correspondence must be in writing and sent, via certified mail, return receipt requested, or overnight courier service, to the following address:

Chief Executive Officer
Allied Telecom Group, LLC
1400 Crystal Drive Suite 700
Arlington, VA 22202

14. Waiver. Subject to Sections 3(d) above, the failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement or any Service Order or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision of this Agreement or Service Order.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and any User who uses the Services.

16. Assignment. Customer shall not assign any of its rights or obligations under this Agreement, or transfer ownership of the Account or any Service or Equipment, without Allied's prior written consent.

17. Amendment. Allied reserves the right, upon written notice, to amend this Agreement by posting such amended version of the Agreement on the Website. Allied shall provide Customer with written notice of any such amendment(s) in a monthly invoice sent within two (2) billing cycles of posting the revised Agreement on the Website. If the amendment(s) to the Agreement adversely and materially affects Customer's use of the Services, Customer may elect to terminate the Agreement by giving written notice of termination to Allied within fifteen (15) business days of receipt of the invoice containing the written notice of the amendment(s) to the Agreement and Customer will not be liable for any early termination charge for a termination on these grounds. The written notice must be sent by Customer to the following email address: contracts@alliedtelecom.net. If Customer does not elect to terminate the Agreement on the grounds stated above during the enumerated fifteen (15) business day time period, then the amendment(s) to the Agreement will become effective as to Customer as of the end of the fifteen (15) business day period. If Customer gives Allied written notice of termination of the Agreement within the enumerated fifteen (15) business day period, Allied has the right to waive the application of the amendment(s) as to Customer and keep the existing Agreement in place for the remainder of the Initial Term or Renewal Term then in effect and, in such situation, Customer will continue to be subject to the prior version of the Agreement.

18. Entire Agreement and Merger. This Agreement, along with the Service Order(s) and the E911 Disclosure, supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities, covenants, and all inducements to the making of this Agreement relied upon by either party, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. Subject to Sections 17, no statement or agreement, oral or written, shall vary or modify the written terms hereof in any way whatsoever.

19. Independent Contractors. Allied and Customer are independent contractors and any Service Order(s) and this Agreement do not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent.

20. Basis of Bargain; Failure of Essential Purpose. Customer acknowledges and agrees that Allied has established its prices and entered into one or more Service Orders in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in this Agreement are an essential basis of the bargain between the parties and are material terms of this Agreement. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of this Agreement by reason of such failure.

21. No Third Party Beneficiaries. This Agreement and all Service Orders do not extend to any third party and there are no third party beneficiaries to this Agreement or any Service Order.

22. Facsimile Transmission/Counterparts. The E911 Disclosure, any Service Order, and any other document pertaining Allied's provision of Services or Equipment to Customer may be executed and delivered by facsimile, email, or other electronic means and, upon receipt, such transmission shall be deemed delivery of an original. Any Service Order and any other document pertaining Allied's provision of Services or Equipment to Customer may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.

23. Force Majeure. Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including, without limitation, acts of God, flood, fire, labor difficulties, governmental action, or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

24. Interpretation of Agreement. This Agreement and any Service Order will be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the party drafting this Agreement or any Service Order in construing or interpreting any of the provisions contained in this Agreement or any Service Order. In the event of any inconsistency between or among any Service Order and the terms and conditions contained in the main body of this Agreement, the terms and conditions contained in the main body of this Agreement shall take precedence and apply.