

## TERMS AND CONDITIONS OF SERVICE

**These Terms and Conditions of Service are incorporated into, and constitute an essential part of, the VoxTeleSys Master Service Agreement (the “Agreement”) between you (the “Customer”, “you”, and “your”) and Computer Telephony Innovations, Inc. d/b/a VoxTeleSys (“VTS”, “we”, “our”, and “us”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.**

**1. Regulation and Underlying Costs.** The rates set forth in the Agreement are subject to the imposition of new regulations, modifications of existing regulations, new interpretation, application or enforcement of, or exercise of authority related to, any regulation or finding of any federal, state and/or local regulatory agency, legislative body, or court of competent jurisdiction, including, without limitation, the imposition of any charges, surcharges, and/or taxes in reliance on or as a result of the same (“Regulatory Change”). The rates set forth in the Agreement are also subject to the imposition of new or increased charges from VTS’ underlying carriers, vendors and/or service providers (“Vendors”). VTS reserves the right, at any time to (i) to pass through to Customer all charges, surcharges, taxes or increased Vendor charges directly or indirectly related to the Services, and/or (ii) modify the rates and/or terms and conditions of the Agreement to reflect the impact of such Regulatory Change or increase in Vendor charges, including, without limitation, the impact of any actions by third parties in connection with such Regulatory Change or increase in Vendor charges.

**2. Billing Disputes.** Only disputes made in good faith, in a timely manner and properly documented as required herein, as determined by VTS in its sole discretion, will be considered by VTS. To meet these requirements, Customer must provide VTS 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. Customer shall not have the right to withhold any amount not properly disputed. VTS and Customer shall attempt in good faith promptly to resolve any dispute within thirty (30) days of VTS’ receipt of notice of that dispute. If a dispute is not resolved, VTS shall have the right to determine in good faith the merit of each dispute and Customer’s associated payment obligation. If VTS 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 VTS of such determination, plus interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permissible under applicable state law, calculated from the Due Date until the date payment is received by VTS. Failure to pay such amount in full within such ten (10) day period shall be a breach hereof and shall entitle VTS, 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 VTS determines that any amount withheld in dispute is not owed, VTS shall issue a credit for that amount on the first invoice issued by VTS for a full billing cycle after VTS’ determination is made. 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.

**3. Reinstatement.** Service will only be reinstated once all outstanding bills have been paid in full and any other cause for suspension or disconnection has been remedied in full. A reinstatement fee of \$100 will be charged to reestablish Service that has been suspended or disconnected.

#### **4. Service Interruption.**

(a) Outage Credits - General. In the event Customer experiences any interruption in its Service that it believes to be material, Customer shall immediately notify VTS at 402-443-4435 and request that VTS open a trouble ticket to investigate. Before notifying VTS, Customer shall ascertain that the interruption is not within Customer's control (e.g. Customer equipment, power, wiring, networking, etc.) and Customer shall be liable to reimburse VTS for all costs incurred by VTS in connection with

an interruption that was within Customer's control. Customer shall retain each trouble ticket number opened on its behalf. VTS' mean time to repair ("MTTR") goal is two (2) hours.

**5. Credit.** Customer's execution of the Agreement signifies Customer's acceptance of VTS' initial and continuing credit approval procedures and policies as a condition of VTS providing Services. VTS reserves the right to withhold initiation of full implementation of Services under the Agreement pending initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by VTS including, but not limited to, security for payments due hereunder in the form of a cash deposit via wire transfer, guarantee, irrevocable letter of credit from a financial institution, or other forms of security acceptable to VTS, in its sole discretion. In instances where Customer is required to provide VTS with security in the form of a cash deposit, the cash deposit shall bear interest at the rate for telephone security deposits set by the Public Utility/Service Commission in the state where Customer is headquartered. In certain situations, VTS shall require Customer to pre-pay for all Services provided by VTS in cash, via wire transfer. Initial prepayment amount for service is one and one-half (1.5) months' estimated usage. Regardless of the initial prepayment amount, it shall be the responsibility of Customer to always maintain sufficient prepayment credit balance to cover weekends and holidays. If Customer expects usage of Service to increase, it must make appropriate adjustments to amount of prepayment. VTS retains the right to suspend service without notice or liability to Customer if at any time Customer does not have sufficient prepayment credit balance to cover estimated usage at any time. Upon request by VTS at any time, Customer agrees to provide financial statements or other indications of financial circumstances. As may be determined by VTS, in its sole discretion at any time, if the financial circumstances or payment history of Customer is, or becomes unacceptable, VTS may require a new or increased deposit, pre-payment, guarantee or irrevocable letter of credit at VTS' discretion, to secure Customer's payments for the remainder of the Term and such deposit, pre-payment, guarantee or irrevocable letter of credit shall be provided within five (5) days of written request. Failure of Customer to provide the requested security pursuant to the Agreement shall constitute a breach of the Agreement and VTS may suspend or terminate Services until such time as the required security is received.

**6. Non-Disclosure and Publicity.** Neither Party shall disclose to any third party the terms and conditions of the Agreement without the prior written consent of the other Party.

**7. Force Majeure.** 7.1 Except as provided in subparagraph 7.2 below, VTS shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, fiber optic cable cut, 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 either of the Parties, 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; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties. 7.2 If any such failure of performance on the part of VTS shall be for: (i) thirty (30) days or less, then the Agreement shall remain in effect but Customer shall be relieved of its obligation to pay for that portion of the Services affected for the period of such failure of performance; or (ii) more than thirty (30) days, then Customer may terminate the provisions of the Agreement only insofar as they relate to the Services so affected.

**8. Limitation of Liability.** IN NO EVENT SHALL VTS OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY LOSS OF 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 VTS OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. VTS SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OF THE PROVISION OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS VTS FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY. VTS SHALL NOT BE RESPONSIBLE FOR DAMAGE TO CUSTOMER'S PROPERTY, NETWORK OR BUSINESS ARISING FROM VTS' REMOTE ACCESS TO CUSTOMER'S COMPUTERS AND/OR NETWORK, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS VTS FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE. CUSTOMER'S REMEDIES FOR CLAIMS UNDER THE AGREEMENT SHALL BE STRICTLY LIMITED TO OUTAGE CREDITS AS DESCRIBED HEREIN.

**9. Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its directors, officers, employees, and agents, successors and assigns (collectively, the "Indemnified Party") from all claims (each, a "Claim") by any third party for damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements arising in connection with the Indemnifying Party's performance of its obligations and duties under the Agreement. The Indemnified Party shall promptly notify the Indemnifying Party of any such Claim.

**10. Disclaimer of All Warranties.** VTS SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR EQUIPMENT FURNISHED PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**11. Equipment.** Any equipment provided to Customer by VTS for use in conjunction with the Services will be subject to the terms and conditions set forth in the Agreement. If VTS installs or provides equipment on Customer's premises for the purpose of enabling VTS to provide the Facility to Customer, Customer agrees to provide VTS reasonable access into Customer's premises for the purpose of installation, demonstration, inspection, maintenance, repair and removal of the equipment, as well as VTS' installers with a safe working environment. Additionally, Customer acknowledges that it will have no right, title or interest in any equipment that VTS installs. VTS 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 VTS and no other purpose; (2) to prevent any connections to the equipment that are not expressly authorized by VTS; (3) to prevent tampering, altering or repair of the equipment, or inside wiring, by any person other than VTS' 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 VTS 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 VTS the full purchase value of each equipment device.

**12. No Right To Intellectual Property.** The Agreement confers no right to use the name, service marks, trademarks, copyrights, or patents of either Party except as expressly provided herein. Neither Party shall take any action, which would compromise the registered copyrights or service marks of the other.

**13. Compliance With Law.** In conjunction with the Agreement, Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body in the jurisdictions in which you use the Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing. Customer is solely responsible for ensuring that your use of the Services is in compliance with such regulations.

**14. Notices.** All notices, demands, consents, requests, approvals, Customer name and address changes, billing inquiries and requests, or other communication which either Party is required or desires to give or make upon or to the other Party shall be in writing and will be effective when sent, if hand delivered or faxed (with confirmation of receipt); on the next business day if sent by a generally recognized overnight delivery service (subject to confirmation from the service); or on the date received if sent by United States certified or registered mail, return receipt requested. Such Notices will be sent to the addresses set forth in the Agreement on the signature page, unless either Party changes its address by giving written notice of such changes to the other Party in accordance with the Agreement. Customer acknowledges that rate change notices may be delivered by VTS to Customer by email or facsimile and shall be deemed to be delivered when received by Customer.

**15. No Third Party Beneficiaries.** The Agreement is being executed for the sole and exclusive benefit of the Parties hereto and is not for the benefit of any third parties. The execution hereof shall not create any obligations or confer any rights on any person or entity other than the Parties hereto.

**16. Obligations of Customer.** Customer acknowledges that it is Customer's sole responsibility to supply immediate notice to VTS if Customer changes any of its contact information. If at any time Customer's name or billing information changes from that which is set forth below, Customer shall have five (5) days to inform VTS of such changes in accordance with Section 14 above.

**17. Relationship of Parties.** Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between VTS and Customer; the Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party, nor any agent or representative of either Party, shall have, or hold itself out as having; the power or authority to bind or create liability for the other Party by its intentional or negligent act and no claimed act of authority shall have any binding effect.

**18. Termination of Services.** The term of each Service Order shall be set forth in the Service Order. Customer may terminate any Service before expiration of the term of the applicable Service Order by providing VTS with written notice at least forty-five (45) days in advance. Customer agrees to email its disconnect notice to support@voxtel.com. Customer understands and agrees that billing will only cease when all information reasonably required by VTS has been provided.

**19. Charges and Payment.** All charges shall be set forth in the applicable Service Order(s). Monthly recurring charges ("MRCs") shall be invoiced by VTS on a monthly basis in advance and nonrecurring charges shall be invoiced in arrears each month for the previous month's usage; provided, however, that VTS shall have the right to bill Customer for any additional recurring and non-recurring charges incurred during any billing period for up to two (2) years following the close of that billing period. In addition, VTS may, in its sole discretion, request a deposit amount equal to the last monthly invoice or the projected amount of the invoice for the upcoming billing period. Customer shall make all payments for all amounts not properly disputed as required hereunder by the due date printed on the invoice (the "Due Date"). Customer shall advise VTS in writing in the event that it does not receive an invoice for any billing period; provided, however, that the failure by VTS to deliver an invoice during any billing period and/or the failure by Customer to provide the required notice shall not relieve Customer of its

absolute obligation to make all payments required hereunder in a full and timely manner. In the event that the start date of an Service Order Term falls on any day other than the first day of any month, the first invoice to Customer shall consist of: (1) the pro-rated portion of the applicable monthly charge covering the period from the Start of Service Date to the first day of the subsequent month; and (2) the monthly charge for the following month. In addition to its other rights hereunder, in the event that any amounts are not paid in full by the Due Date, VTS may: (1) impose a late payment charge of the lower of two percent (2.0%) per month or the highest legally permissible rate, and such late charge shall be payable upon delivery of VTS' next invoice to Customer; (2) require security in the amount and form determined by VTS, in its sole discretion, as a condition of the continued provision of all such Services; and/or (3) suspend or terminate the Services immediately without notice and without liability of any kind or amount. VTS reserves the right to replace current facilities with new facilities, including but not limited to loops, IP ports and IOC components. In the event VTS seeks collection of any amounts not paid in full by the Due Date, either informally or through formal legal action, Customer shall be liable for all costs of collection, including but not limited to reasonable attorney's fees and court costs (if applicable). Any applicable sales, use, commercial or other taxes or fees imposed with respect to the Services provided by VTS (other than taxes on VTS' income), as well as any other fees or assessments imposed by any governmental or quasi-governmental authority (including any private company or the like acting on behalf of such governmental or quasi-governmental authority) and any fees or charges which have the effect of increasing VTS' cost of providing such Services, shall also be payable by Customer in addition to the other charges set forth in this Agreement. VTS shall have the right to adjust its rates and charges, impose additional rates, charges or surcharges or change any other term of this Agreement (collectively, a "Change"). A Change shall become effective ten (10) days after written notice of the Change has been provided to Customer. VTS may, in its sole discretion, provide Customer with technical support. In the event VTS provides Customer with technical support outside the scope of normal trouble shooting, VTS shall charge Customer at a rate of \$100.00 per hour for same. VTS shall charge Customer a fee of \$25.00 for every NSF check received by VTS.

**20. Recording of Calls.** VTS hereby puts Customer on notice that any calls between Customer and VTS personnel may be recorded for quality assurance and other commercially reasonable purpose. Customer hereby acknowledges and agrees that such calls may be recorded.

**21. Attorneys Fees and Costs.** In the event VTS seeks to enforce any of the terms or conditions of this Agreement or protect any of its rights or privileges hereunder, either informally or through formal legal action, Customer shall be liable for all costs incurred by VTS as a result thereof, including but not limited to reasonable attorney's fees and court costs (if applicable).

**22. CPNI.** VTS is committed to maintaining the privacy of its customers. We are obliged to provide you with protections to certain information about how you use your Services. However, that information can help us customize and improve Services we offer you.

In this Section, we describe what information we protect and how we protect it.

## **1. CPNI PROTECTIONS**

As a customer of our Services, you have the right, and VTS has a duty, under federal law, to protect the confidentiality of certain types of Services, including: (1) information about the quantity, technical configuration, type, destination, location, and amount of your use of your Services, and (2) information contained on your telephone bill concerning your Services you receive. That information, when matched to your name, address, and telephone number is known as "Customer Proprietary Network Information" or "CPNI" for short. Examples of CPNI include information typically available from telephone-related details on your monthly bill, technical information, type

of Service, current telephone charges, long distance and local Service billing records, directory assistance charges, usage data and calling patterns.

## **2. APPROVAL**

From time to time, VTS would like to use the CPNI information it has on file to provide you with information about VTS' communications-related products and Services or special promotions. VTS' use of CPNI may also enhance its ability to offer products and Services tailored to your specific needs. Accordingly, VTS would like your approval so that VTS may use this CPNI to let you know about communications-related Services other than those to which you currently subscribe that VTS believes may be of interest to you. **IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION; YOUR SIGNATURE ON THE SERVICE AGREEMENT SIGNIFIES YOUR CONSENT THAT VTS MAY USE AND DISCLOSE CPNI AS DESCRIBED HEREIN.**

However, you do have the right to restrict our use of your CPNI. **YOU MAY DENY OR WITHDRAW VTS' RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING 4024034435.** If you deny or restrict your approval for VTS to use your CPNI, you will suffer no effect, now or in the future, on how VTS provides any Services to which you subscribe. Any denial or restriction of your approval remains valid until your Services are discontinued or you affirmatively revoke or limit such approval or denial.

In some instances, VTS will want to share your CPNI with its independent contractors and joint venture partners in order to provide you with information about VTS' communications-related products and Services or special promotions. Prior to sharing your CPNI with its independent contractors or joint venture partners, VTS will obtain written permission from you to do so.

## **3. CUSTOMER AUTHENTICATION**

Federal privacy rules require VTS to authenticate the identity of its customer prior to disclosing CPNI. Customers calling VTS' Customer Service center can discuss their Services and billings with a VTS representative once that representative had verified the caller's identity. There are three methods by which VTS will conduct customer authentication:

- 1) by having the customer provide a pre-established password and/or PIN;
- 2) by calling the customer back at the telephone number associated with the Services purchased; or
- 3) by mailing the requested documents to the customer's address of record.

Passwords and/or PINs may not be any portion of the customer's social security number, mother's maiden name, amount or telephone number associated with the customer's account or any pet name. In the event the customer fails to remember their password and/or PIN, VTS will ask the customer a series of questions known only to the customer and VTS in order to authenticate the customer. In such an instance, the customer will then establish a new password/PIN associated with their account.

## **4. NOTIFICATIONS OF CERTAIN ACCOUNT CHANGES**

VTS will be notifying customers of certain account changes. For example, whenever an online account is created or changed, or a password or other form of authentication (such as a "secret

question and answer") is created or changed, VTS will notify the account holder. Additionally, after an account has been established, when a customer's address (whether postal or e-mail) changes or is added to an account, VTS will send a notification. These notifications may be sent to a postal or e-mail address, or by telephone, voice-mail or text message.

## **5. DISCLOSURE OF CPNI**

VTS may disclose CPNI in the following circumstances:

- When the customer has approved use of their CPNI for VTS or VTS and its joint venture partners and independent contractors (as the case may be) sales or marketing purposes.
- When disclosure is required by law or court order.
- To protect the rights and property of VTS or to protect customers and other carriers from fraudulent, abusive, or unlawful use of Services.
- When a carrier requests to know whether a customer has a preferred interexchange carrier (PIC) freeze on their account.
- For directory listing Services.
- To provide the Services to the customer, including assisting the customer with troubles associated with their Services.
- To bill the customer for Services.

## **6. PROTECTING CPNI**

VTS uses numerous methods to protect your CPNI. This includes software enhancements that identify whether a customer has approved use of its CPNI. Further, all VTS employees are trained on the how CPNI is to be protected and when it may or may not be disclosed. All marketing campaigns are reviewed by VTS to ensure that all such campaigns comply with applicable CPNI rules.

VTS maintains records of its own and its joint venture partners and/or independent contractors (if applicable) sales and marketing campaigns that utilize customer CPNI. Included in this, is a description of the specific CPNI that was used in such sales or marketing campaigns. VTS also keeps records of all instances in which CPNI is disclosed to third parties or where third parties were allowed access to customer CPNI.

VTS will not release CPNI during customer-initiated telephone contact without first authenticating the customer's identity in the manner set-forth herein. Violation of this CPNI policy by any VTS employee will result in disciplinary action against that employee as set-forth in VTS' employee Manual.

## **7. BREACH OF CPNI PRIVACY**

In the event VTS experiences a privacy breach and CPNI is disclosed to unauthorized persons, federal rules require VTS to report such breaches to law enforcement. Specifically, VTS will notify law enforcement no later than seven (7) business days after a reasonable determination that such breach has occurred by sending electronic notification through a central reporting facility to the United States Secret Service and the FBI. A link to the reporting facility can be found at: [www.fcc.gov/eb/cpni](http://www.fcc.gov/eb/cpni). VTS cannot inform its customers of the CPNI breach until at least seven (7) days after notification has been sent to law enforcement, unless the law enforcement agent tells the carrier to postpone disclosure pending investigation. Additionally, VTS is required to maintain records of any discovered breaches, the date that VTS discovered the breach, the date carriers

notified law enforcement and copies of the notifications to law enforcement, a detailed description of the CPNI breach, including the circumstances of the breach, and law enforcement's response (if any) to the reported breach. VTS will retain these records for a period of not less than two (2) years.

**24. e911.** CUSTOMER HEREBY ACKNOWLEDGES AND AGREES VTS DOES NOT OFFER ANY TYPE OF 911 EMERGENCY DIALING SERVICE, INCLUDING TRADITIONAL 911 OR ENHANCED 911 ("e911") CALLS, AS PART OF THEIR SERVICES AND VTS EQUIPMENT. YOU AGREE TO INFORM ANY EMPLOYEES, GUESTS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE NON-AVAILABILITY OF ANY TYPE OF 911 EMERGENCY DIALING SERVICE, INCLUDING TRADITIONAL 911 OR E911 DIALING, FROM YOUR VTS SERVICE AND DEVICE(S). YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY AND ALL 911-TYPE SERVICES WILL NOT BE AVAILABLE AND NEITHER VTS NOR ITS UNDERLYING SERVICE PROVIDERS SHALL HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR FAILURE TO PROVIDE 911 SERVICES TO YOU. YOU ACKNOWLEDGE THAT VTS DOES NOT OFFER ANY TYPE OF 911 EMERGENCY DIALING SERVICE, INCLUDING TRADITIONAL 911 OR E911 DIALING, AND THAT VTS STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

**25. NETWORK ABUSE POLICY.** This Network Abuse Policy ("Policy") applies to all VTS Services.

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in VTS' sole judgment 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. VTS reserves the right to terminate your service immediately and without advance notice if VTS, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at VTS' discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or Device by yourself and by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless VTS against any and all liability for any such use. If VTS, in its sole discretion believes that you have violated the above restrictions, VTS may forward the objectionable material, as well as your communications with VTS and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

### **1. Lawful, Non Fraudulent Use of Service and VTS Equipment**

You agree to use the Service and VTS Equipment only for lawful purposes. You will not use the Service or VTS Equipment for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers; or (2) avoids your obligation to pay for communication services. If VTS has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. You are liable for any and all such use of the Service and/or VTS Equipment by yourself or any person making use of the Service or VTS Equipment provided to you and agree to indemnify and hold harmless VTS against any and all liability for any such use.



## **2. Use of Service and Device - Prohibition on Resale**

If you have subscribed to a Service, the Service and Device are provided to you for your use only. This means that you are not using them for any unauthorized activities. This also means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from VTS in advance. You agree that your use of the Service and/or Device, or the use of the Service and/or Device provided to you by any other person for any unauthorized purpose will obligate you to pay VTS' higher rates for such services for all periods, including past periods, in which you use, or used, the Service for unauthorized purposes. VTS reserves the right to immediately terminate or modify the Service, if VTS determines, in its sole discretion, that the Service is being used for unauthorized use.

## **3. Theft of Service**

You agree to notify VTS immediately, in writing or by calling the VTS customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as VTS receives notice of the theft or fraudulent use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service. Customer acknowledges and agrees that Customer is solely responsible for taking any and all necessary steps to protect its network and IP phone systems, and VTS shall not be held responsible for the fraudulent use of Customer's network and IP phone system. The hacking of Customer's network shall not absolve Customer of any and all responsibility of the use of the Services and Device. Therefore, any and all usage of the Service and Device, whether lawfully or fraudulently, is solely Customer's responsibility and Customer shall be responsible for all charges associated with said use.

## **4. Ownership and Risk of Loss**

You shall be deemed the owner of the Device, and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by VTS.

## **5. Prohibited Uses of Service**

You are expressly prohibited from reselling or transferring the Service or VTS Equipment to any other person for any purpose, without express written permission from VTS in advance. If VTS determines, in its sole discretion, that you are reselling or transferring the Service VTS reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which excessive usage occurred.

## **6. Fair Use Policy**

### **1. Reasonable Use Limitations**

Unusually high usage of the Service attributable to individual Customer may impair VTS' ability to provide the Service and/or indicate misuse of the Service. Accordingly, for all Service Plans, reasonable use means that your use of the Service does not materially impair VTS' ability to provide the Service to other customers.

## 2. Unlimited or Unmetered Plans

All unlimited or unmetered plans (“Unlimited Plans”) are subject to all of the Prohibited Use and Reasonable Use limitations set forth in this Reasonable Use Policy. In addition, all unlimited or unmetered plans are subject to the following terms and conditions:

1. Unlimited Plans are for normal business use.
2. Excessive Use of Unlimited Plans is prohibited. "Excessive Use" means that your use exceeds the monthly minutes per line used by 98% of all VTS Unlimited Plan customers. Excessive Use is measured on a monthly basis. For example, if you use 7,500 minutes in one month per line and 98% of all VTS Unlimited Plan customers used less than 7,500 minutes that month per line, your use would constitute Excessive use and would be in violation of this Reasonable Use Policy.

VTS reserves the right to review and monitor your usage of your Unlimited Plan at any time (i) to calculate Excessive Use and (ii) compliance with this Reasonable Use Policy, including that there is no Excessive Use.

Except where prohibited by law, if you violate this Reasonable Use Policy, including but not limited to by Excessive Use of the Service, you hereby acknowledge and agree that VTS may modify, suspend, terminate, disconnect or take any other reasonable action regarding your Service to prevent continued violation of this Reasonable Use Policy (a “Plan Modification”), including charging you on per minute basis, at VTS’ published per minute rates, for any Excess Use or automatically converting your Unlimited Plan to a metered plan. You hereby agree to pay VTS, and hereby authorize VTS to charge your credit card for any additional fees, charges and penalties related to any Plan Modification.

7. VTS’ obligation to provide Services is conditioned upon you not allowing the Services to be used for any unlawful purpose or in violation of any governmental regulations or authorizations. VTS shall have the right to limit, terminate or suspend Services immediately without notice and with no liability or obligation to you for the improper use of the Services by you or any activity by you, as determined in the sole discretion of VTS, that threatens public health, safety, or welfare, the integrity or reliability of the Services or the ability of VTS to provide service other customers.
8. Nothing contained herein shall be construed to limit VTS, in its actions or remedies in any way with respect to any of the foregoing activities. VTS reserves the right to take any and all additional actions VTS deems appropriate with respect to such activities, including without limitation, taking action to recover costs and expenses of identifying offenders and removing such. In addition, VTS reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.
9. An existing VTS customer ("Existing Customer") may not, via phone or online account access, establish a new user associated with his or her account where the person on whose behalf the new user was established ("New Person") would have a reasonable expectation of privacy with regard to the CPNI associated with the services the New Person receives from VTS. Such a reasonable expectation is present if such New Person would consider himself or herself to be a VTS customer, separate and apart from the Existing Customer.