



## TERMS & CONDITIONS

### 1. SERVICES

VoxNet will provide and Customer shall purchase those services listed on the Service Agreement ("Services") for the Monthly Minimum Fee indicated.

### 2. RATES

The discounted rates charged to Customer are set forth on the list of Services on the Service Agreement. The rates do not include taxes, surcharges and fees, all of which are the responsibility of Customer. VoxNet may increase the rates of the Services in the same amount that its costs are increased due to regulatory changes, increases from Local Exchange Carrier ("LEC"), or other factors beyond VoxNet's reasonable control, including, but not limited to an increase in the rates charged to VoxNet by the underlying carrier. Except as otherwise provided, rate increases will be effective 30 days after notice of such increase from VoxNet. Customer acknowledges that certain international calling is billed at higher rates and is subject to change on short notice.

### 3. CUSTOMER PROVIDED EQUIPMENT

The equipment necessary for delivery of the Services is listed on the Service Agreement. Customer shall supply that equipment at customer's expense. The Customer is fully responsible for any and all equipment directly or indirectly used in connection with the Services. Customer may purchase or lease that equipment from VoxNet. All leased equipment shall be returned to VoxNet at the termination of the Service Agreement.

### 4. VoxNet PROVIDED EQUIPMENT

The equipment necessary for delivery of the Services is listed on the Service Agreement. VoxNet is providing that equipment at the monthly cost listed in the Service Agreement which includes the cost of maintaining the equipment. The Customer is fully responsible for any and all damages to the equipment directly or indirectly used in connection with the Services other than ordinary wear and tear. The equipment shall be returned to VoxNet at the termination of the Service Agreement.



## 5. MONTHLY MINIMUM FEE

Customer agrees to purchase Services for the Initial Term as set forth in the Service Agreement, starting on the date that Services are first delivered. The Service Agreement sets forth the Monthly Minimum Fee selected by Customer. In order to secure the discounts listed, Customer's minimum payment for the term of the Service Agreement shall be at the level selected as the Monthly Minimum Fee. Customer shall pay for all of the Services actually used, but no less than the Monthly Minimum Fee until termination of the Service Agreement.

## 6. TERMINATION

At the end of the Initial Term, the the Service Agreement shall automatically renew on a month to month basis at VoxNet's then prevailing rate for the Monthly Minimum Fee selected by Customer. Either party may terminate the Service Agreement on 30 days written notice if the other party materially breaches the Service Agreement and fails to cure the breach within the notice period. Interruptions in Service are subject to the Service Level Agreement. Either party may terminate upon written notice to the other if the other party (1) dissolves or becomes insolvent or bankrupt; (2) makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver; (3) stops transacting its usual business; (4) a trustee or receiver is appointed; or (5) any bankruptcy, insolvency or similar proceeding is instituted by or against it and not dismissed within 30 days.

## 7. CANCELLATION

Customer may cancel upon 30 days written notice to VoxNet. Upon cancellation Customer shall pay any amounts previously billed but not paid and the minimum monthly payment for each month remaining in the Monthly Minimum Fee. Customer shall also be responsible to pay for any Services billed, but not paid in excess of the minimum monthly payment.



## 8. BILLING AND PAYMENT

Bills will be sent electronically to Customer on or about the 7th of each month to the email address designated on the Service Agreement. Payment is due on the 25th of each month or the first business day thereafter if the 25th is a Sunday or holiday. Customer may execute the necessary authorizations to arrange for electronic payment either by ACH transfer or credit card. Customer shall choose a payment option as set forth on the Service Agreement. VoxNet will offer discounts for electronic payments as set forth on The Service Agreement. In the event that any properly submitted ACH or credit card request is rejected, the full amount of the billing, without discount, shall be due immediately. Bills not paid within 30 days of the invoice date are subject to late fees at the rate of 1.5% per month (or the highest legally permissible rate) of the unpaid balance

## 9. TAXES & SURCHARGES

Customer is responsible for payment of all applicable taxes and surcharges related to the purchase and use of the Services. VoxNet is responsible for payment of its own income taxes associated with the sale of the Services. Customer is also responsible for any installation or other charges from the Local Exchange Carrier ("LEC"). LEC charges may be billed directly to Customer or included on billings from VoxNet. Changes in LEC charges may result in changes in the charges from VoxNet to Customer.

## 10. DISPUTED CHARGES

Customer shall pay all charges when due including disputed charges. Following payment of any disputed charge, Customer shall notify VoxNet via email of the disputed charge within 60 days of receipt of the bill setting forth the nature, amount and dates of the disputed charges along with all other information necessary for VoxNet to determine the nature of the dispute. Disputed charges shall be emailed to: [disputedbills@voxnetinc.com](mailto:disputedbills@voxnetinc.com). VoxNet shall respond to the dispute within 30 days of receipt of the notice from Customer. VoxNet will, at its option, reimburse Customer or credit Customer's next bill for disputes resolved in Customer's favor.



## 11. WARRANTY

VoxNet warrants that the Services will be provided to Customer in accordance with current telecommunications industry standards and any applicable government regulations. VoxNet does not warranty that the delivery of Services will be uninterrupted or error free.

## 12. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE AGREEMENT, THE SERVICES AND ANY EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. VoxNet SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED OF LEC SERVICES, TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 13. LIMITATION OF LIABILITY

Except as provided in the Service Level Agreement, NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS OR CONTRACTORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, ACTUAL, SPECIAL OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS OR LOST DATA OR COSTS TO RECOVER SAME OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER RELATED TO CUSTOMER'S PURCHASE OF THE SERVICES, ANY RELATED EQUIPMENT OR TO THE THE SERVICE AGREEMENT AND ANY PERFORMANCE OR NONPERFORMANCE HEREUNDER. UNDER NO CIRCUMSTANCES SHALL VoxNet BE LIABLE TO CUSTOMER FOR DAMAGES IN EXCESS OF ONE MONTH OF CUSTOMER'S MONTHLY MINIMUM FEE.



#### 14. REMEDIES

Customer's remedies are set forth in the Termination section and in the Service Level Agreement. If Customer fails to make payments within 10 days of written email notice, VoxNet may at its option terminate service to Customer. Such termination will be subject to applicable regulations. In the event that VoxNet is required to file suit or retains counsel or a collection agency to enforce any material section of the Service Agreement or to collect any money damages, then VoxNet shall be entitled to recover, in addition to any damages hereunder, all expenses associated with that action including costs of suit, costs of investigation and reasonable attorney's fees. VoxNet shall also retain all other remedies at law or equity and any one exercise or failure to exercise any remedy by VoxNet, shall not be a waiver of VoxNet's right to exercise that remedy in the future.

#### 15. LICENSES

VoxNet grants no licenses, express or implied to Customer.

#### 16. INDEMNIFICATION

Customer agrees to indemnify, hold harmless and defend VoxNet, its officers, agents, and employees from any and all claims including costs and reasonable attorney's fees, arising out of or related to Customer's misuse of the Services, or breach of any portion of the Service Agreement.

#### 17. FORCE MAJEURE

VoxNet shall not be liable for any delay or failure in performance hereunder to the extent that such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, cable cuts, governmental requirement, accident, war, terrorist act, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. VoxNet shall take reasonable steps to notify Customer of the circumstances and any reasonable estimate of the length of time the Force Majeure will continue.

#### 18. HEADINGS

Headings of the paragraphs in this Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein.



## 19. FINAL AGREEMENT

The Service Agreement is the final agreement between the parties and prior comments or representations, whether written or oral, are not included. The Service Agreement shall not be amended or altered except upon the express written consent of the authorized representatives of all parties hereto.

## 20. GOVERNING LAW, JURISDICTION AND VENUE

The Service Agreement shall be enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law provisions. Customer consents to the exclusive jurisdiction and venue of the Courts of Common Pleas of Montgomery County Pennsylvania and/or the United States District Court for the Eastern District of Pennsylvania in any and all actions and proceedings arising under the Service Agreement.

## 21. NO WAIVER

Any delay or omission by VOXNET in exercising any right, power or remedy available under the Service Agreement shall not impair VOXNET's right to exercise such right, power or remedy, nor shall it be construed to be a waiver of VOXNET to exercise such right, power or remedy with regard to any subsequent breach or default by Customer. Any waiver, consent or approval of any kind or any breach or default, or any waiver of any provision of the Service Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing.

## 22. SEVERABILITY

If any provisions of the Service Agreement are deemed by a court, to be invalid or in conflict with applicable law, then such provisions shall be severed or reformed to the extent of such conflict or invalidity, but without invalidating the remaining provisions of the Service Agreement. The parties agree to substitute a valid provision that approximates the economic effect and intent of any invalid provision.



### 23. SIGNATURES

The Service Agreement and any related documents may be executed in counterpart. Fax signatures shall be deemed fully enforceable.

### 24. NOTICES

Any notices required under the this Agreement shall be sent to the addresses listed on the Service Agreement and except as otherwise noted, shall be sent by certified mail or overnight delivery service that provides for a receipt.

### 25. MEAN TIME TO REPAIR

VoxNet's Mean time to repair ("MTTR") goal is two (2) hours.