

# T3VoiceNet, LLC

## Customer Services Agreement

WHEREAS, Customer will purchase services from Company as defined by the CSA and any attachments to the CSA and Customer has engaged Company to provide these services in all locations indicated on the attachments. NOW THEREFORE, the parties agree as follows:

### SERVICES

This Agreement ("Agreement") establishes terms and conditions which govern the provision and use of all services purchased by the Customer from T3VoiceNet, LLC ("T3VoiceNet"). Services provided hereunder are enhanced services and are not subject to regulation as telephony services unless ruled to the contrary by applicable state or federal authority.

### CUSTOMER ACKNOWLEDGEMENTS

The Term of this CSA shall commence on the Effective Date and continue for **One (1) year**. On Customer contracts or subsequent agreements, Company's term shall run concurrently with each successive agreement or contract between Company and Customer, on Services purchased from Company.

Customer acknowledges that Company may be providing Customer Premise Equipment ("CPE") to Customer. At no time shall title to such equipment transfer to Customer. Customer also acknowledges that Company shall have full access to any related CPE (a) in the event of Default by Customer or the termination of the CSA or Service, or (b) on at least a **30 days written notice** from Company. Company may conduct a review of Customer's credit rating, and Company may require a security deposit. The amount of the deposit will be based upon the anticipated monthly billing for the Services the Customer is ordering. The unused deposit, if any, will be refunded once this Agreement is terminated. In the event a deposit is required, Customer will be notified and will be required to execute a separate security deposit agreement.

The Services provided hereunder are subject to the rates, terms and conditions set forth in (1) this CSA, including the General Terms and Conditions Applying To All Company Services set forth on page 2 hereof, and (2) the Attachments hereto, which are applicable to such Services, or all future order forms (collectively, the "Agreement"). Acceptance of this Agreement is contingent upon acceptance by a representative of Company duly authorized to execute this Agreement.

### GENERAL TERMS AND CONDITIONS APPLYING TO ALL COMPANY SERVICES

1. Provision of Service: T3VoiceNet will provide Customer with services (the "Service(s)") as described in the service order attached as the cover page hereto or each amendment thereto (collectively, the "Service Order"). Each Service Order is subject to the terms of this Agreement. Each Service Order contains specific provisions with respect to prices, features, locations, duration, service types, procedures for implementing additions or modifications and other appropriate terms. To the extent of any conflict or inconsistency between the provisions of this Agreement and those of any Service Order, the provisions of the Service Order will control. Services, including additions/modifications, are subject to availability. The billing period for any new Service, including any additions or modifications, will begin with the date the transaction is provisioned by T3VoiceNet or is self-provisioned by the Customer.

Equipment and Installation. Neither party shall adjust, align, attempt to repair, relocate or remove the other party's equipment, except as expressly authorized in writing by the other party. Customer shall notify Company immediately upon Customer's discovery of any malfunction or defect in Company's CPE.

2. Agency Authorization: Customer authorizes T3VoiceNet to act as its agent as necessary to provide the Service, including, but not limited to, ordering support services or facilities and increasing, adding to, terminating, removing or rearranging services or facilities for Customer.

3. Credit Approval: Customer shall comply with all of T3VoiceNet's credit approval policies and procedures and acknowledges that T3VoiceNet may withhold implementation of Service pending credit approval.

4. Term: The term of this Agreement begins on the date the first of the Services are installed and available for use under the initial Service Order and continues for one year thereafter (the "Initial Term") unless sooner terminated as provided in Section 6. In the event of the termination of this Agreement, all Service Orders issued hereunder shall also terminate on the same date. On expiration of the Initial Term, the Agreement and all existing Service Orders shall continue automatically for additional term(s) of one month

(the Initial Term and any subsequent terms shall collectively be referred to as the “Term”), unless or until either party provides advanced written notice at least thirty (30) days before the end of the then current term, of its election not to extend the Term.

5. Service Charges and Payment: Prices for T3VoiceNet’s Service are specified in the applicable Service Order. Price, availability, and configuration of services are subject to change at the end of the Initial Term or any renewal term. Unless otherwise specified, usage-based Service shall be invoiced monthly in arrears, and all other Services shall be invoiced monthly thirty days in advance. Customer shall pay all amounts owed under each Service Order within fifteen days after invoice date (the “Due Date”) and shall send its payments to the address specified on the invoice. In addition to charges for Service, Customer shall pay T3VoiceNet for all excise, sales, use or other taxes, fees or charges applicable to T3VoiceNet’s provision of Service to Customer (including supplemental charges, if any). Such taxes, fees and charges will be separately stated in the applicable monthly invoice. T3VoiceNet may assess a late charge of 1.5% per month on any amount not paid on any Service Order by its Due Date.

6. Termination: (A) Customer may terminate this Agreement and all Services provided under any Service Order: (a) upon thirty days prior written notice, for material breach by T3VoiceNet not cured by the end of the thirty day notification period or (b) immediately upon written notice to T3VoiceNet provided within ninety days of the date of the initial Service Order, if Customer is not satisfied with the Service quality. In the case of termination pursuant to this Section 6A, Customer shall immediately pay to T3VoiceNet: (i) any unpaid nonrecurring or installation charges, (ii) any disconnection, early cancellation or termination charges reasonably incurred by T3VoiceNet on Customer’s behalf, (iii) any unpaid initial fees, and (iv) pro-rated monthly recurring charges based on the number of days for which Service was provided prior to the effective date of termination. (B) T3VoiceNet may terminate this Agreement, or any Service Order, in whole or in part, or suspend the Service at any time for cause upon written notice of: (a) any failure of Customer to pay any undisputed amounts due hereunder; (b) any breach by Customer of any provision of this Agreement or the AUP; or (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee, or receiver or similar event with respect to Customer. No such termination shall relieve Customer of its obligations under this Agreement, including, without limitation, the obligation to make payments for the Service provided prior to termination and for termination charges as provided below. The rights and obligations of the parties (except with respect to the provision of Service by T3VoiceNet) shall survive any such termination or other cancellation or expiration of this Agreement. (C) If Customer cancels or terminates all Service under this Agreement prior to the end of the Term (other than as permitted in 6A above), or if this Agreement is terminated by T3VoiceNet for breach by Customer prior to the end of the Term, Customer agrees to pay T3VoiceNet a termination charge (as liquidated damages and not as a penalty) as follows: (a) the charges described in Section 6A(i)-(iv) above, plus (b) an amount equal to the number of months remaining in the Term multiplied by the amount of the Customer’s first billed monthly recurring charge. All termination charges shall be due and payable within thirty (30) days of the effective date of termination.

7. Interruption of Service: In the event of an interruption of Service (“Outage”), Customer shall be entitled to a credit in an amount equivalent to the pro-rated monthly charge for the period of the Outage, but only where the interruption is not the result of: (a) the fault or negligence of Customer; (b) any planned interruption or routine maintenance; or (c) other circumstances beyond the control of T3VoiceNet, including but not limited to any Excusable Delay or Failure contemplated by Section 8 hereof. Credit allowance for an Outage begins upon the earlier of (a) T3VoiceNet's receipt of written notice from the Customer of an Outage, or (b) T3VoiceNet's actual knowledge of such Outage, and the credit allowance ceases when the Service has been restored and T3VoiceNet has attempted to notify the Customer thereof. Credits as a result of an Outage are given only when Customer notifies T3VoiceNet that such credit is due. Only that portion of the Service which is interrupted due to the Outage is credited. The Service is offered 24 hours per day, 7 days per week. For purposes of credit computation, every month shall be considered to have 720 hours and no credit shall be allowed for an Outage of less than 30 minutes. If T3VoiceNet is unable to restore Service, or provide alternative service, within thirty days from the point of interruption, Customer may terminate the applicable Service or Service Order without further liability, except as provided in Section 6(A). The foregoing states Customer’s sole remedies for an Outage.

8. Limitation on Liability: Customer acknowledges that use of the Services, selection and use of T3VoiceNet equipment and Customer’s own network equipment, and provision of back up power in the event of outages are at its own risk. T3VoiceNet will not be liable for the use by Customer of the Services, or for any lost revenue, lost profits, direct, incidental, special, punitive, indirect, or consequential damages, even if advised of the possibility of such damages, including, without limitation, any failure or delay in providing the Services caused by or attributable to acts or omissions of any underlying carriers, power outages, equipment, network or facility failure, failure of incoming or outgoing calls, including 9-1-1 emergency calls, degradation of voice or quality, or for any other circumstances beyond the reasonable control of T3VoiceNet, including, without limitation any acts of God such as adverse weather condition, fire, flood, riot, strike, accident, war, governmental requirement, inability to secure materials, labor or transportation, cable cut or other similar cause. Customer acknowledges that T3VoiceNet will route 9-1-1 emergency calls according to industry standards using the address as reflected on the Service Order, and that in the event of failure of the Services 9-1-1 emergency calls may not be completed successfully. The Customer is responsible for ensuring that its premise equipment is functional and that power is available to such Customer Premise Equipment provided by T3VoiceNet.

9. Warranties: Except as otherwise expressly set forth in this Agreement and the applicable Service Order, T3VoiceNet makes no warranties, representations or other agreements, express or implied, with respect to the Service, including, without limitation, implied warranties of merchantability or fitness for a particular purpose. Except with respect to Section 10 below, T3VoiceNet's entire liability for any claim, loss, expense or damage under this Agreement will not exceed sums actually paid by Customer to T3VoiceNet for the Service which gives rise to the claim.

10. Indemnification: Each party shall indemnify and hold the other harmless from and against bodily injury (including death) or damage to tangible property caused by the negligence or willful misconduct of the indemnifying party or its employees, agents or invitees in connection with this Agreement.

11. Equipment and Location: Customer will not allow or cause any facility or equipment of T3VoiceNet to be rearranged, moved, modified, repaired or relocated without T3VoiceNet's consent. Customer will not create or allow any liens or other encumbrances to be placed on any such facilities or equipment of T3VoiceNet and will be responsible for all loss or damage to such equipment during the Term of this Agreement. If Customer relocates or changes the place of the Service provided under this Agreement, Customer will pay all additional installation and related charges associated with such relocation. All T3VoiceNet equipment shall be returned to T3VoiceNet upon expiration or termination of this Agreement in the same condition as when received, except for reasonable wear and tear.

12. General: (A) Acceptable Use Policy ("AUP"): Customer represents and warrants that Customer, and Customer's end users, will comply with T3VoiceNet's AUP. (B) Assignment: Customer may not assign this Agreement without the prior written consent of T3VoiceNet, which consent may be conditioned upon such assurances of performance and ability to pay which T3VoiceNet may reasonably require. (C) Governing Law: This Agreement is made in and governed by the laws of the State of Texas, without regard to choice of law provisions, and venue shall reside in Midland County, Texas. In the event of legal action between the parties with respect to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and court costs. (D) Notice: Any notice given pursuant to this Agreement or any Service Order will be effective only if in writing and delivered in person, by messenger, by overnight delivery service, by facsimile or by certified mail, return receipt requested, and delivered at the address provided herein, or such other address as may hereafter be furnished by either party to the other. (E) Entire Agreement: The terms of this Agreement and any attachments hereto, including Service Order(s) constitute the entire agreement between the parties concerning the subject matter hereof, and this Agreement may be modified only in a writing signed by both parties.

#### END USER AUTHORIZATION FOR PROVISION OF LOCAL AND LONG DISTANCE SERVICE (LOA)

Customer hereby authorizes T3VoiceNet to act as agent for Customer as necessary to transfer its local telephone service from its existing provider to T3VoiceNet.

Customer authorizes T3VoiceNet to act as agent for Customer as necessary to transfer its inter LATA long distance telephone service from its existing provider to T3VoiceNet.

#### END USER ACKNOWLEDGEMENT OF E911 SERVICE LIMITATIONS

1. T3VoiceNet's E911 service will not function in the event of a broadband or power outage, or if your broadband, Internet service provider or T3VoiceNet service is suspended or terminated.
2. If you move your telephone to a different physical location other than the address T3VoiceNet has on file for you, emergency service personnel will not automatically know your location and may be provided with incorrect location and/or callback number information.
3. The use of certain T3VoiceNet features may cause incorrect address or callback numbers in the event of an E911 call. Such features include: Shared Call Appearances, Multi-location Groups, Foreign Exchange Lines and Remote Extensions.