



This Master Services Agreement governs the Service, any Equipment, such as an IP phone, firewall, Router, Analog Telephone Adapter or any other IP connection Equipment, ("Equipment") and all other services provided to Customer (such as, but not limited to; Fax lines, Alarm lines, any and all types of Data circuits) used in conjunction with the Service. By activating the Service, you acknowledge that you have read, understand, and agree to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

1. SERVICE

1.1 Term.

Service is offered on a term which begins on the date that Telcentris activates your Service and ends on the day before that same date in the final year of said term. Unless otherwise specified the Term of this Agreement will automatically be renewed for 1 Year, upon expiration of any existing contracted term, until such a time as service and terms are renegotiated by the Customer or a 30 day written notice of termination is received by Telcentris. You are purchasing service for full year terms, meaning that if you attempt to terminate services prior to the end of a term, you will be responsible for early termination fees equal to 50% of the full monthly recurring charges for all terminated services to the end of the then-current term, on addition to all unbilled charges, waived fees, and term discounts, all of which immediately become due and payable. The early termination fee becomes due and payable immediately upon termination, and will billed directly to the Customer, or to Customer's credit card for those customers who elect the credit card billing option, unless terminated for material breach of this Agreement. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

1.2 Pricing for Service

Pricing for Telcentris service is provided in the form of a separate quotation document called the "Master Services Order" or ("MSO") which has been signed and accepted by Customer.

1.3 Use of Service and Equipment – Acceptable Use Policy and Prohibition on Resale

(a) If you have subscribed to

Telcentris' Services with "Managed Hardware", you are not to resell or transfer the Service or Equipment to any other person for any purpose, without express written permission from Telcentris in advance.

(b) You agree not to use Telcentris Service for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting. Telcentris reserves the right to immediately terminate or modify the Service, if Telcentris determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

(c) Telcentris reserves the right to terminate Service or bill for any usage that exceeds 5,000 minutes of use per line or channel, per month on any Service provided.

1.4 Lawful Use of Service and Equipment

(a) Prohibited Uses

You agree to use the Service and Equipment only for lawful purposes. Without limitation, you agree not to use the Service or Equipment for transmitting or receiving any communication or material of any kind which in Telcentris' 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 (the uses described in clauses (i) and (ii) above are collectively referred to as "Prohibited Uses"). Telcentris reserves the right to terminate your service immediately and without advance notice if Telcentris has proof that you are using the Service or Equipment for a Prohibited Use. Upon any such termination, you shall continue to be 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 Telcentris' discretion be immediately charged to your credit card. You are liable for any and all use of the Service and/or Equipment by yourself and by any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Telcentris against any and all liability for any such use. If Telcentris, has proof that you have used the Service or Equipment for a Prohibited Use, Telcentris may forward the objectionable material, as well as your communications with Telcentris and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

(b) Use of Service and Equipment by Customers Outside the United States

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While we permit use of the Service within the United States to place and receive calls to and from other countries, Telcentris does not presently support the use of Services located in other countries. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all charges, fees, fines, taxes, regulatory charges or penalties resulting from use of the Service and/or Equipment outside the United States by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Telcentris against any and all liability for any such use. Should the removal from the United States of the Equipment violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless Telcentris against any and all liability for such violation. Telcentris does not guarantee that the Service or Equipment will operate outside the United States. Telcentris does not provide 911 Service outside the United States.

1.5 Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by Telcentris

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may not be provided by Telcentris) and that, accordingly, in the event of an outage of, or termination of service with or by your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures, or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should Telcentris suspend or terminate your Service, the Service will not function until such time as Telcentris restores your Service (which may require payment of all invoices and reconnection fees owed by you and/or cure of any breach by you of this Agreement).

(a) Quality of Services (QoS) Exclusions for Non Telcentris provided Internet Bandwidth or Networking Equipment

In the event that Customer chooses to provide their own Internet connection (an Internet connection not supplied by Telcentris), or networking equipment (including, but not limited to routers, switches and gateways), Telcentris shall not be responsible for voice quality, otherwise known as Quality of Service or QoS, on the Telcentris Services. Telcentris is not responsible for the speed or quality of any Internet connection that is being provided by a service provider other than Telcentris. Telcentris is not responsible for the configuration, security, or management of any network or telephone equipment that was not provided by Telcentris. Any service disruptions that result from such a Customer provided Internet connection, or networking equipment, as well as restoration of said Internet connection, or networking equipment, are the sole responsibility of the Customer. Telcentris SLAs, Customer Service response time and Mean Time to Repair shall be void in situations where service interruptions, quality issues or outages are the result of Customer provided Internet connection.

By accepting an integrated line with no QoS, customer agrees that their only remedy to solve any quality issues that are related to a non QoS Data Circuit, is to purchase a dedicated voice circuit, or to upgrade to an MPLS enabled circuit. Customer also agrees to waive their right to terminate service unless one of these options is elected, or be responsible for the Early Termination Penalties assessed on the service.

In the event that customer is utilizing Telcentris services in an environment which does not use a Telcentris managed router and bandwidth, and needs technical assistance for setup or trouble shooting, Telcentris will bill customer at a rate of \$75 per hour. If after troubleshooting the cause of the issue is deemed to be an error with the Telcentris system, then no charges will be assessed to customer.

1.6 Copyright / Trademark / Unauthorized Usage of Equipment, Firmware or Software

The Service, Equipment and all firmware and software used to provide the Service are provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials on Telcentris' website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Telcentris are and shall remain the exclusive property of Telcentris and nothing in this Agreement shall grant you the right or license to use any such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) during the term of this Agreement strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the equipment is exclusively for use in connection with the Service and that Telcentris will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. If you decide to use

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the Service through interface Equipment not provided by Telcentris, which Telcentris reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use such interface Equipment with the Service and you will indemnify and hold harmless Telcentris against any and all liability arising out of your use of such interface Equipment with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.7 Tampering with the Equipment or Service

You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from Telcentris in each instance, which Telcentris may deny at its sole discretion. Telcentris reserves the right to terminate your Service should you tamper with the Equipment, in which case you shall be responsible for: (i) the full charges to the end of the current term, including without limitation unbilled charges; (ii) a disconnect fee, and (iii) the cost of all tampered Equipment, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose, or to attempt to do so.

1.8 Theft of Service

You agree to notify Telcentris immediately, in writing or by calling the Telcentris customer support line, if the Equipment 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 Equipment theft or fraudulent use of Service. Failure to do so may result in the termination of your Service and additional charges to you. Until such time as Telcentris receives proper notice of the theft or fraudulent use, you will be liable for all use of the Service using Equipment stolen from you and any and all fraudulent use of the Service.

1.9 Equipment Purchase

All hardware, such as telephones, firewalls and terminal adapters must be certified for the Telcentris network. Any equipment purchased from Telcentris and returned for replacement or credit, for any reason, must include (i) proof of purchase and original packaging; (ii) the contents are undamaged and in original condition, reasonable wear and tear excluded; (iii) all parts, accessories, documentation and packaging materials are returned; and (iv) equipment is returned with a valid return authorization number obtained from Telcentris' customer support department. You are responsible for the cost and risk of return shipping of equipment. If you receive cartons and/or Equipment that is visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact Telcentris' customer support department immediately. To obtain a return authorization number, you must contact Telcentris' customer support department at (<http://support.Telcentris.com/>) or (866-612-VOIP (8647)).

1.10 Managed Hardware

Managed Hardware is defined as any equipment that is being paid for on a Month to Month term as defined by the Customer's Master Service Order and carries a Monthly Recurring Revenue price. This equipment includes, but is not limited to; IP phones, cordless / wireless / WiFi phones, firewall, Router, Analog Telephone Adapter or any other IP connection Equipment, ("Equipment") provided to Customer.

1.11 Number Transfer on Service Termination

Upon termination of the Service, Telcentris will release a telephone number that was ported in from a previous service provider to Telcentris by you or a telephone number provided By Telcentris for the sole purpose of using them in conjunction with Service provided by Telcentris, and used in connection with your Service provisioned by Telcentris to your new service provider, if such new service provider is able to accept such number, and provided that: (i) your account has been terminated; (ii) your Telcentris account is current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

1.12 Service Distinction

You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by Telcentris. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or other telecommunications regulatory agencies.

1.13 Ownership and Risk of Loss

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You shall be deemed the owner of the Equipment, and bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is received by you until the time (if any) when it is returned by you pursuant to Section 1.9 and has been received by Telcentris.

1.14 No 0+ Calling; May Not Support x11 Calling

Telcentris' Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Telcentris' Service may not support 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

1.15 Directory Listings

If you order Directory Listings from Telcentris for your telephone numbers, and Directory Listing service is available, you are responsible to provide accurate information for those listings. Telcentris acts as an intermediary in providing Directory Listing information to the Directory Listing databases, however, Telcentris has no control over how quickly a Directory Assistance service or LEC picks up your listings or whether they will be picked up by certain LECs. Customer shall not use the Directory Listing services for any illegal purposes or violate the rules or regulations of the RBOCs or LECs, and Directory Listings shall be used for the sole purpose of listing a legitimate business with accurate and true information.

2. EMERGENCY SERVICES- 911 DIALING

2.1 Non-Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that the Service does NOT support traditional 911 or E911 access to emergency services. Telcentris does offer a limited 911-type service available, only on certified equipment as described herein. You acknowledge and understand that 911-type dialing is NOT automatic, that you must separately take affirmative steps, as described in this Agreement, to activate such 911-type dialing capabilities and that such 911-type dialing is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service. Telcentris 911 dialing cannot be used in conjunction with a Telcentris Soft Phone application and is only available on Telcentris-certified.

2.2 Description of 911-Type Dialing Capabilities - Activation Required

Telcentris does offer a 911-type dialing service provided by a third-party in the U.S that is different in a number of important ways from traditional 911 service. You acknowledge and understand that 911-type dialing is NOT automatic. When you dial 911, your call is routed from the Telcentris network to Telcentris' third-party 911 service provider, to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. You acknowledge and understand that when you dial 911 from your Certified equipment it is intended that you will be routed to the general telephone number for the PSAP or local emergency service provider and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Telcentris relies on a third-party for the forwarding of information underlying such routing, and accordingly Telcentris disclaims any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither Telcentris nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Telcentris. You agree to indemnify and hold harmless Telcentris from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct activation procedures for 911 calling or your provision to Telcentris of incorrect information in connection therewith.

2.3 Service Outage

(a) Power Failure or Disruption

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

(b) Broadband Service / ISP Outage or Termination / Suspension or Termination by Telcentris

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP will prevent ALL Service including 911 dialing.

(c) Service Outage Due to Suspension of Your Account

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.

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(d) Other Service Outages

You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

(e) Limitation of Liability and Indemnification

You acknowledge and understand that Telcentris' liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Telcentris, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

2.4 Dialing Requires Registration

You acknowledge and understand that 911 dialing does not function unless you have successfully registered your phone location by designating the correct physical address of each phone by means of a signed customer order form. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming email.

2.5 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your certified equipment will result in any 911 communications you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

2.6 Requires Re-Activation if You Change Your Number or Add or Port New Numbers

You acknowledge and understand that 911 dialing does not function if you change your phone number or (for such newly added or ported numbers) if you add or port new numbers to your account, unless and until you have successfully registered the new location with Telcentris by means of a signed order form, and until such later date that such activation has been confirmed to you through a confirming email. Although you may have activated 911 dialing with your former Telcentris phone number, you must separately register for 911 dialing for any changed or newly added or ported number.

2.7 Requires Re-Activation if You Move or Change Location

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Certified equipment to a different street address, unless and until you have successfully registered the new location with Telcentris by means of a signed order form, and until such later date that such activation has been confirmed to you through a confirming email. 911 dialing must be re-activated although you may have activated 911 dialing using your former address, and you must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical address and location of your Certified equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider

2.8 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for Telcentris Service, at this time you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your certified equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your Certified equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and accept that Telcentris relies on third parties for the forwarding of information

underlying such routing, and accordingly Telcentris disclaims any and all liability or responsibility in the event such information or routing is incorrect. Telcentris or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Telcentris.

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2.9 Automated Number Identification

With VoIP E911 services it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. Telcentris' third-party 911 system is configured, in most instances, to send the automated number identification information; however, one or more telephone companies, not Telcentris, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.10 Automated Location Identification

It may not be possible to transmit identification of the address that you have listed to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information in some cases. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

2.11 Alternative 911 Arrangements

You acknowledge that Telcentris does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

3. CHANGES TO THIS AGREEMENT

Telcentris may change the terms and conditions of this Agreement from time to time as business dictates, or in response to regulatory changes which are imposed on Telcentris. Telcentris must provide proof that such changes are mandatory while the customer is under contract. Notices will be considered given and effective 30 days after they are duly posted to the "Service Announcements" section of Telcentris' website (currently located at <http://www.Telcentris.com>). Such changes will become binding to Customer on the date posted to the Telcentris website and no further notice by Telcentris is required. It is Customer's responsibility to review Service Announcements for any recent updates. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Equipment, including without limitation any written terms enclosed within the packaging of the Equipment.

3.1 Traffic Profile for Voice Services

Telcentris retail rates are based upon a standard profile of the distribution of traffic for retail customers. If we provide retail domestic or international outbound voice services, or Toll Free services to you under one or more Master Service Orders or under this Agreement, we reserve the right to review your voice services profile on a periodic basis and adjust rates based on that profile. If access costs for your traffic are higher than the average costs based upon a standard traffic profile, we may increase the net rate per minute for your retail voice services upon written notice to you. Our average access costs will be calculated for the same period used to analyze your traffic. In addition, we reserve the right to review your voice services access profile on a periodic basis and review whether your average call duration exceeds one (1) minute. If for any reason your average call duration falls below one (1) minute, we reserve the right to analyze the financials of the existing traffic and either: (i) increase rates; (ii) terminate the Service.

4. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

4.1 Billing

Customers that are approved for credit will be invoiced by Telcentris. Payment is due within 30 days of the invoice date. Otherwise, you must give us a valid credit card number (Visa, MasterCard, Discover, American Express or any other issuer then-accepted by Telcentris) when the Service is activated. Telcentris reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise Telcentris immediately. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Telcentris decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly Service fees, long distance fees, international usage charges, advanced feature charges, equipment purchases, equipment rental and lease fees,

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disconnect fees and shipping and handling charges. Telcentris reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. USA usage charges will be billed in six second increments. International billing increment varies by country and is available upon request.

4.2 Billing Disputes

You must notify Telcentris in writing within 7 days after receiving your Telcentris statement if you dispute any Telcentris charges on that statement or such dispute will be deemed waived. You agree to notify Telcentris in writing of any disputed charges ten business days prior to requesting a credit card chargeback from your credit card company to give Telcentris an opportunity to resolve the dispute. In the event that only a portion of the charges are in dispute, you agree to pay for all charges that are not in dispute. Billing dispute notifications should be sent to the following address:

Customer Support Department
9276 Scranton Rd.
Suite 300
San Diego, CA 92121
or
billing@Telcentris.com or 866-612-VOIP

4.3 Payment

Customers that are approved for credit will be invoiced by Telcentris. Payment is due within 30 days of the invoice date. Your bill will be considered past due if not paid by your due date. Unless your agreement states otherwise, a Late Payment charge of 1.5% per month and a service fee of \$50 may be assessed on any unpaid balance if payment is not received within 15 days of the invoice date, or any other timeframe specified in your agreement. Please mail the remittance stub with your check or money order, made payable to "Telcentris, Inc.", in the enclosed envelope or to the payment address noted on the invoice. Please write your account number on the check. Otherwise, Telcentris accepts payments by credit card as set forth in Section 4.1. Your initial use of the Service authorizes Telcentris to charge the credit card account number on file with Telcentris, including any changed information given Telcentris if the card expires or is replaced, or if you substitute a different card, for Telcentris charges as set forth in Section 4.1. You authorize Telcentris to use your new credit card expiration date of the credit card on file in the event your credit card is renewed. This authorization will remain valid until 30 days after Telcentris receives your written notice terminating Telcentris' authority to charge your credit card, whereupon Telcentris will charge you the disconnect fee and any other outstanding charges, and terminate the Service. Telcentris may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Telcentris is declined or reversed, your credit card expires and you have not provided Telcentris with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE to Telcentris for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by Telcentris in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

4.4 Termination/Discontinuance of Service

Telcentris reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time for cause with 7 days advanced notice to Customer. If Telcentris discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of Telcentris or of a third party provider to which Telcentris is subject), you will be responsible for the full charges to the end of the current term, including without limitation unbilled charges, plus the disconnect fee set forth in Section 4.6, all of which immediately become due and payable. Customer reserves the right to terminate this Agreement for material breach by Telcentris, provided Telcentris shall have 60 days from the receipt of written notice of said breach to cure the alleged breach and to notify Customer in writing that the cure has been effected. If the breach is not cured within the 60 days, Customer shall have the right to terminate the Agreement without further notice.

4.5 Taxes

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or Equipments. Such amounts are in addition to payment for the Service or Equipment and will be billed to your credit card as set forth in this Agreement. If you are

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exempt from payment of such taxes, you shall provide Telcentris with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Telcentris receives such certificate.

4.6 Money Back Guarantee; Limitations and Conditions

Telcentris offers a 30-day Money Back Guarantee for V-PBX and V-Trunk Services, excluding minutes used. Under the terms of this Money Back Guarantee, Telcentris refunds the activation fee (also known as VoIP Installation Fee), and shipping charges, and waives the Service disconnect fee, provided the terms described below are satisfied. Federal excise taxes, Universal Service Fund taxes and any other applicable taxes cannot be refunded. Money back guarantees do not apply to Data circuits, including T1 lines and DSL, or their CPE or installation fees. Telcentris reserves the right to terminate or revoke this Money Back Guarantee at any time, without prior notice.

In order to be entitled to this Money Back Guarantee, User (i) must cancel service within 30 days after the account activation; (ii) must return all Equipment within 14 days after cancellation pursuant to Section 1.9; and (iii) must not have exceeded 5,000 minutes of use. User remains responsible for any charges for domestic usage in excess of the amount included within the Plan to which User subscribes, international usage, payphone calls to Telcentris toll free numbers and directory assistance. **THIS MONEY BACK GUARANTEE DOES NOT APPLY TO ACCOUNTS EXCEEDING 5,000 MINUTES OF USAGE AND SUCH ACCOUNTS ARE NOT ELIGIBLE FOR REFUND OF ANY OF THE CHARGES DESCRIBED HEREIN.**

In addition to the requirements set forth in Section 1.9, all returned Equipment must be in the original packaging with the UPC or bar code intact. All components, manuals and registration card(s) must be included. Equipment must be returned with a valid return authorization number obtained from Telcentris Customer Support. User is responsible for the cost and risk of return shipping of equipment. **THE MONEY BACK GUARANTEE WILL NOT BE HONORED IF USER FAILS TO MEET ALL SUCH REQUIREMENTS.**

To obtain a return authorization number, User must contact support@Telcentris.com or 1-866-612-VOIP.

4.7 Payphone Charges

If you make use of Telcentris' Toll Free feature, you acknowledge and agree that Telcentris is entitled to recover from you any charges imposed on Telcentris by payphone owners or operators, either directly or indirectly through Telcentris' suppliers in connection with toll free calls made to your number, or any charges imposed on Telcentris by its suppliers to recover such costs. Telcentris may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Telcentris deems appropriate for the recovery of these costs.

4.8 Charges for Directory Calls

Telcentris will charge \$1.25 for each call made to Telcentris Directory Assistance.

5. **WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION**

5.1 Limitation of Liability

Telcentris shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- 1.) act or omission of an underlying carrier, service provider, vendor or other third party;
- 2.) equipment, network or facility failure;
- 3.) equipment, network or facility upgrade or modification;
- 4.) force majeure events such as (but not limited to) acts of God; strikes; fire; war; riot; government actions;
- 5.) equipment, network or facility shortage;
- 6.) equipment or facility relocation;
- 7.) service, equipment, network or facility failure caused by the loss of power to Customer;
- 8.) outage of Customer's ISP or broadband service provider;
- 9.) act or omission of Customer or any person using the Service or Equipment provided to Customer; or
- 10.) any other cause that is beyond Telcentris' control, including, but without limitation a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications (including, but without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

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Telcentris' aggregate liability for (i) any failure or error; (ii) any claim with respect to Telcentris' performance or nonperformance hereunder or (iii) any Telcentris act or omission in connection with the subject matter hereof shall be limited to the service credits listed in the Telcentris SLA (Service Level Agreement) posted at <http://www.Telcentris.com/terms> and shall in no event exceed Service charges with respect to the affected time period.

5.2 Disclaimer of Damages

EXCEPT AS PROVIDED FOR IN PARAGRAPH 5.1 ABOVE, IN NO EVENT SHALL TELCENTRIS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO; LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT TELCENTRIS WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

5.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless Telcentris, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, but without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing, or the Equipment. This paragraph shall survive termination of this Agreement.

5.4 No Warranties on Service

TELCENTRIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, TELCENTRIS DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER TELCENTRIS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TELCENTRIS' OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR EQUIPMENT OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF TELCENTRIS' OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY TELCENTRIS OR TELCENTRIS' AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

5.5 No Warranties, or Limited Warranties, for Equipment

If Customer received the Equipment new from Telcentris and the Equipment included a limited warranty at the time of receipt, Customer must refer to the separate limited warranty document provided with the Equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If Customer's Equipment did not include a limited warranty from Telcentris at the time of receipt, Customer agrees that it accepts its Equipment "as is" and that Customer is not entitled to replacement or refund in the event of any defect, except that for Retail Customers only, Telcentris will provide a limited warranty on the Equipment as to manufacturing defects only for a period of one (1) year from the date of purchase. This Retail Customer limited warranty shall not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, shall not apply to any defect caused by damage in transit, retailer handling or Retail Customer handling. Retail Customer's sole remedy for any breach of this Retail Customer limited warranty is to obtain repaired or replacement Equipment, by following the return procedures set forth in Section 1.8. Retail Customer must include with the returned Equipment a letter stating that the Retail Customer is returning the Equipment for warranty repair or replacement and stating the nature of the defect. This Retail Customer limited warranty shall also apply in lieu of the limited warranty included with the Equipment if such included limited warranty is less favorable to Retail Customer than that contained herein.. OTHER THAN WARRANTIES AS TO THE EQUIPMENT EXPRESSLY SET

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FORTH IN DOCUMENTATION PROVIDED WITH THE EQUIPMENT AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, TELCENTRIS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE, EQUIPMENT OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE EQUIPMENT.

5.6 No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

5.7 Content

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Telcentris reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if Telcentris determines that such use or content doer not conform with the requirements set forth in this Agreement or interferes with Telcentris' ability to provide Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. Telcentris' actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold Telcentris harmless against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you.

6. **PRIVACY**

Telcentris Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Telcentris is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy at www.Telcentris.com for additional information.

7. **CHANGES TO AGREEMENT**

Telcentris may change the terms and conditions of this Master Services Agreement from time to time. Changes supersede all previously agreed to electronic and written Terms and Conditions. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, AND/OR TERMS AND CONDITIONS HAVE BEEN MADE, YOU AGREE TO THE CHANGES. Notices will be considered given and effective on the date posted on the Telcentris website at <http://www.Telcentris.com/smb/terms> and/or the date we notify you of changes by the following: email at the address provided by you, postcard, letter, recorded announcement, message on your bill, an insert in your bill, newspaper ad, or a call to your billed telephone number, whichever occurs first.

8. **GOVERNING LAW / RESOLUTION OF DISPUTES**

8.1 Governing Law

The Agreement and the relationship between you and Telcentris shall be governed by the laws of the State of California without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.1, you and Telcentris agree to submit to the personal and exclusive jurisdiction of the courts located within the state of California and waive any objection as to venue or inconvenient forum. The failure of Telcentris to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

8.2 Entire Agreement

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This Agreement and the Telcentris countersigned Master Service Order constitute the entire agreement between you and Telcentris and govern your use of the Service, superseding any prior agreements between you and Telcentris and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Telcentris unless and until posted in accordance with Section 3 hereof.

8.3 Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

8.4 Mandatory Binding Arbitration

MANDATORY BINDING ARBITRATION FOR CALIFORNIA RESIDENTS. Any dispute or claim between Customer and Telcentris arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in San Diego, California and shall be conducted in English. California law shall apply to substantive questions of law without regard to conflicts of laws. Questions of arbitrability shall be decided by the arbitrator. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs of suit. The arbitrator's decision shall follow the plain meaning of the relevant documents and the decision shall be in writing including the legal reasoning and factual basis for the decision. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction following judicial review, if any, as provided for by law. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND OTHER PROCEDURES INHERENT IN ORDINARY CIVIL LITIGATION.**

MANDATORY BINDING ARBITRATION FOR NON-CALIFORNIA RESIDENTS. Any dispute or claim between Customer and Telcentris arising out of or relating to this Agreement shall be resolved by binding arbitration under the Federal Arbitration Act (or, for Customers subscribing to service in Canada, a Canadian arbitration organization of Telcentris' choosing). If the parties are unable to agree upon an arbitrator, then each party shall select an arbitrator with no previous business or personal association with that party, and each of those arbitrators shall select a third arbitrator. The arbitrator(s) shall use the Commercial Arbitration Rules of the American Arbitration Association to administer the proceeding. California law shall apply to substantive questions of law without regard to conflicts of laws. The arbitration shall take place in San Diego, California and shall be conducted in English. California law shall apply to substantive questions of law without regard to conflicts of laws. Questions of arbitrability shall be decided by the arbitrator (s). The decision shall follow the plain meaning of the relevant documents and the decision shall be in writing including the legal reasoning and factual basis for the decision. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs of suit. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction following judicial review, if any, as provided for by law. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND OTHER PROCEDURES INHERENT IN ORDINARY CIVIL LITIGATION.**