



VoIP Service Agreement

VoIP Service Agreement

THIS SERVICE AGREEMENT ("Service Agreement"), between the customer named above ("Customer") and FORWARD IT SERVICES, LLC. (FORWARD IT) is effective when signed by both Customer and FORWARD IT (the "Effective Date"), and shall continue in effect as long as the Services are provided under this Service Agreement. This Service Agreement is part of the Master Service Agreement.

1. Term.

This Services Agreement shall be effective on the Effective Date and the term of the Agreement shall commence upon the later of (i) installation of the initial services or (ii) the Effective Date and shall continue for a period of 36 months (the "Term"). The Term shall automatically renew for another Term of equal length, unless either party gives the other party written notice of its intent not to renew at least 30 days before the end of the then current Term. If notice of non-renewal is not timely received, then the Term will automatically renew. Written notice shall be deemed timely received if delivered by the following methods: (1) hand delivery with signed receipt of acknowledgment by an authorized representative of the receiving party at least 30 days before the end of then current Term; (2) certified mail, return receipt requested, postmarked at least 30 days prior to the end of the then current Term; and (3) overnight courier service with confirmation of delivery and received at least 30 days prior to the end of then current Term.

2. Authorization.

Customer hereby authorizes FORWARD IT to provide the services listed on any attachments to this Services Agreement (the "Services").

3. Charges, Payments, and Taxes

a. Charges. FORWARD IT's fees and charges are set forth in Appendix A and the applicable Master Service Agreement. FORWARD IT's fees and charges may be changed by FORWARD IT from time to time upon written notice to Customer. The Customer will be billed for Services, equipment costs (including shipping), installation fees, taxes and other recurring charges, in advance. However, usage charges, termination charges and other charges may be billed in arrears, as FORWARD IT shall determine. Based on the fees set forth on Exhibit A, Customer is responsible for paying the first month of service in advance.

b. Late Fees. Amounts that are posted to the Customer's account will be deemed late if not paid within 10 days from the date of posting and will bear interest at the greater of the rate of 1.5% per month or the maximum rate allowed by law.

c. Charges for Directory Assistance, 411. The Customer will pay \$1.95 for each call made to directory assistance.

d. Service - Billed in Full Months. The Services are billed in full months and during each month, all normal charges will apply." Normal charges" include access, line, usage, taxes, surcharges and any other fees. The Customer is obligated to pay for a full month's Services, even if notice of nonrenewal is given by the Customer at the beginning of the month.

e. Order Changes. The Customer acknowledges that any order changes made after a Firm Order Commitment Date ("FOC Date") is received by FORWARD IT may result in a change charge. Customer will be charged \$15.00 per ported number or \$125.00 per ported number if the change occurs within 48 hours of the scheduled number port date.

f. Fair Usage Policy for Subscribers

FORWARD IT, Inc. has implemented a Fair Usage Policy to ensure the continued low rates for all customers. FORWARD IT, reserves the right to offer you an alternate service plan, suspend or terminate services, if at any time we deem your usage to exceed normal use or fair usage limits. Should you exceed FORWARD IT's Fair Usage Allowance, you will be charged normal usage rates for your calls above and beyond the usage allowance

g. Fair Usage Allowance All local and domestic long-distance calls are subject to a maximum limit of 5000 minutes per month per call path. As a fraud and security measure, calls exceeding 5 hours in length may be subject to disconnection. The use of predictive or auto dialers, or call center traffic on any managed call paths is strictly prohibited. Customers are welcome to purchase usage-based plans, designed specifically for this type of high-volume traffic. Contact us at purchasing@forwarditservices.com for more details. International and inbound toll free calls are usage based services which fall outside the unlimited call path plan.

4. Special Terms and Conditions

a. In addition to the provisions set forth in 3 (a) above, FORWARD IT will require a deposit of the first month's payment prior to the delivery of Services and also may request a deposit at any time as a condition to continuation of Services. Unused customer deposits will be refunded following expiration or termination of this Services Agreement.

b. If the Customer fails to make any payment when due and such failure continues for 10 business days after written notice from FORWARD IT, FORWARD IT reserves the right to immediately terminate or suspend Services without any further notification to Customer.

c. Upon a termination of the Services and timely payment of all charges then due, FORWARD IT may release or transfer the terminated Services' telephone number to the Customer's new service provider, in FORWARD IT's sole and absolute discretion, if: i. FORWARD IT is notified in writing by the Customer of such requested transfer and all necessary information and consents are provided to FORWARD IT; ii. The new service provider can accept such number; iii. The Customer making the request was not in breach of this Services Agreement at any time during the Term; and, iv. The requested number to be transferred was not part of a block of numbers, as determined by FORWARD IT.

5. Installation, Acceptance and Access.

FORWARD IT will attempt to provide Services by any requested installation date, but will not be liable for any delays in Services delivery. The Services are delivered on the date the Services are installed ("Service Start Date"). Unless Customer notifies FORWARD IT in writing within 3 business days following the Service Start Date that Services are not operational, then the Services will be deemed accepted by the Customer. At this time, the Service Term will commence, and Customer will begin paying for the Services as of the Service Start Date. If access to non-FORWARD IT facilities (including inside wiring) is required for delivery of Services, installation, maintenance or removal of FORWARD IT equipment (the "Equipment") used to deliver Services, Customer will, at its expense, secure rights for FORWARD IT to access and the (eliminate) use of such facilities, power and HVAC as needed for Services delivery. Title to Equipment (including software) provided by FORWARD IT will remain with FORWARD IT. Customer will not create or permit to be created any encumbrances on FORWARD IT's Equipment. Customer will not access or attempt maintenance on FORWARD IT Equipment and will pay for any Equipment damage caused by Customer.

6. E911

a. Specific Disclaimer of Liability for Emergency Services. Although FORWARD IT attempts to provide the 911 Services described in the 911 Service (Section 6.b FORWARD IT does not provide PSAP or any emergency services under any circumstances. Nor does FORWARD IT have any control over whether, or the manner in which, calls using our 911 dialing service are answered or addressed by any local emergency response center. Neither FORWARD IT nor its officers or employees may be held liable for any claim, damage, or loss that results from the Customer's use of the Services or any failure of the Services to perform. The Customer hereby waives any and all such claims or causes of action, arising from or relating to the use of Services to contact emergency services personnel. The Customer shall defend, indemnify, and hold harmless FORWARD IT, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to the Customer in connection with the Service, from any and all claims, losses, damages, fines,

penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, the Customer or any third party relating to the absence, failure or outage of the Services provided hereunder, including specifically any claims arising out of the failure of FORWARD IT to offer emergency services.

b. 911 Service Terms

PLEASE CAREFULLY READ THE INFORMATION BELOW ABOUT 911 DIALING.

BY USING AND PAYING FOR VOIP SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO 911/E911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E911 CALLS.

In particular, please note that you will not be able to place traditional wire-line 911 or e911 calls with VOIP Service:

- In the event of a power outage;
- In the event of a loss of connectivity to the internet;
- In the event you are using the phone at a location other than your fixed, primary location as determined by our service records (commonly known as “nomadic” use).

You acknowledge that Forward IT Services has told you that the VOIP Service does not support traditional wire-line 911 or e911 in these instances. You agree to advise all individuals of this limitation who may have occasion to place calls using this VOIP Service.

7. FORWARD IT MAKES NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES. IN NO EVENT SHALL FORWARD IT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS, OR GOODWILL ARISING IN ANY MANNER FROM THIS SERVICES AGREEMENT AND/OR THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia, without regard to its conflict of laws and/or principles. This Services Agreement is subject to and controlled by Customer's standard terms and conditions of service and the service-specific terms and conditions attached as Schedule 1 hereto, as such terms and conditions may be modified from time to time and all of which are hereby expressly incorporated by reference.

8. This Services Agreement shall be accepted by FORWARD IT only when signed by duly authorized officers of both Customer and FORWARD IT. No modification or revision to this VoIP Services Agreement by Customer (whether written or oral) shall be binding on FORWARD IT if it is in conflict with, inconsistent with or in addition to any of the terms contained herein, and in the Master Service Agreement, unless expressly accepted and agreed to by FORWARD IT in writing. Any customer form containing terms and conditions of purchase shall not have the effect of modifying the terms and conditions herein and all such terms and conditions which are in conflict with, inconsistent with or in addition to any of the terms contained herein are specifically rejected by Customer.

9. Customer shall be solely responsible for ensuring that the materials and services sold hereunder are used only by authorized users. Under no circumstances shall FORWARD IT have any liability whatsoever to Customer or any other party in connection with or arising out of the unauthorized use of such materials or services.

10. Maintenance by FORWARD IT (which may impact service) is included in the fees for Services, unless such maintenance is necessitated by acts or omissions attributable to the Customer, for which Customer will pay cost of maintenance to FORWARD IT. In addition to Services maintenance, FORWARD IT may make certain network modifications and changes to the Customer's Services which changes do not materially and adversely affect Services performance. In the event of such a network modification(s) and changes, Customer understands that the same may limit Customer's ability to retain existing specialty programming and/or necessitate other changes or modifications to

Customer's Services. FORWARD IT may be required to monitor voice calls for call quality purposes only. Customer will reasonably cooperate with FORWARD IT to facilitate such modifications.

11. Prohibited Uses.

Listed below are the prohibited uses. The use of Services and the Equipment as described below in this Section 11 is strictly prohibited ("Prohibited Uses"). The Customer hereby authorizes FORWARD IT to terminate or modify the Services at any time and without notice, if FORWARD IT determines in its sole discretion that the Services or the Equipment is, or was at any time, used for a Prohibited Use. The Customer is solely responsible for any Prohibited Use of the Services or the Equipment by the Customer or by anyone other than the Customer using the Services or the Equipment, whether authorized by the Customer or not. The Prohibited Uses are as follows:

a. Unlawful Uses. The Customer may not use the Services or the Equipment for any illegal act or use in any jurisdiction where the Service is used or where a call originates or terminates.

b. Submission of the Customer Information to Authorities. If FORWARD IT believes that the Services or the Equipment is or has been used for an unlawful purpose, FORWARD IT may forward the relevant information to the appropriate authorities for investigation and prosecution without notice to the Customer. Such information may include the Customer's identity, address and calling detail records and any other information in the possession of FORWARD IT. The Customer hereby consents to FORWARD IT's forwarding of any such communications and information to these authorities.

c. Subpoenas and other Legal Requests for Information. In addition, FORWARD IT will provide information and respond to law enforcement requests, subpoenas, court orders, and the like, for any purpose FORWARD IT determines is appropriate in its sole discretion, including to protect FORWARD IT, FORWARD IT's rights and/or property and in the case where failure to disclose the information may lead to personal injury or loss of property of the Customer or others.

d. Prohibited Service Use include but not limited to:

- use the Services to store or transmit in any way, messages or content that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, messages or content which we determine is false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy or hateful or may bring us into disrepute and cause damage to our reputation.
- send any messages which constitute unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation.
- send messages which consist of or contain viruses or malware.
- send messages in breach of any advertising codes of conduct.
- send messages with the objective of harvesting information from third parties without their consent.
- send any messages which disrupt the proper operation and functioning of any channel, the Services or which intentionally or unintentionally constitute a denial-of-service attack.
- send messages which disrupt or alter the operation of or impair any machine or device upon which those messages are received or displayed.
- send messages which remove or alter or restrict access to any data on any machines or devices upon which those messages are received or displayed.

e. Tampering, Circumvention and Theft of Service. The Customer may not change the electronic serial number, "machine access control address" or equipment identifier of the Equipment. The Customer may not perform a factory reset of the Equipment unless instructed to do so by FORWARD IT. The Customer shall not attempt to hack, break-in,

circumvent the Customer's billing, tracking or other systems, or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose. FORWARD IT may immediately terminate the Service without notice if the FORWARD IT believes, in its sole and absolute discretion, that the Customer has tampered with the Equipment or the Service or otherwise breached the terms of this paragraph. In the event of such termination, the Customer will remain responsible for the full month's charges to the end of the current Term, including, without limitation, unbilled charges, plus a termination fee (as defined below), if applicable, all of which will immediately become due and payable.

f. Loss, Damage, Theft or Misuse of Equipment. The Customer shall immediately notify FORWARD IT in writing if the Equipment is stolen, damaged or is being fraudulently used or otherwise being used in an unauthorized manner. When the Customer notifies FORWARD IT, the Customer must provide the account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of the Service and additional charges to the Customer. The Customer is responsible for all monthly charges and usage charges until the Customer notifies the FORWARD IT of theft or fraudulent use of the Equipment or the Service.

12. Miscellaneous Provisions

a. FORWARD IT Provided Equipment. Customer acknowledges that Equipment not purchased by the Customer but provided by FORWARD IT in order to facilitate the services shall remain property of FORWARD IT. Such Equipment shall be returned to FORWARD IT immediately upon termination of Services.

b. Labels on Equipment. At all times while this Services Agreement is in effect or when using the Services, the Customer must display all warning or other notification labels on the Equipment or telephones, as directed by FORWARD IT or other Equipment provider. This includes but is not limited to an accurate and legible local number for appropriate police and fire departments, as well as other first responders.

c. License to the Customer. FORWARD IT hereby grants the Customer a non-exclusive license to the IP for the sole purpose of the Customer's use of the Services, and for no other purpose (the "License"). "IP" means any software, firmware or other intellectual property that is provided by FORWARD IT or used by the Customer in connection with the Service, whether provided along with the Equipment, is in the Equipment, is located on FORWARD IT's website for viewing or download, along with all documentation, manuals, guides or other information or materials used in connection with the Services. All IP included in this Services Agreement is the sole and exclusive property of FORWARD IT. The License is valid only during the Term and will automatically terminate upon the expiration or termination of the Term or the termination or discontinuance of the Services for any reason. The Customer acknowledges and agrees that the IP is the sole and exclusive property of FORWARD IT and that nothing herein conveys any interest in the IP to the Customer, except the foregoing grant of the License. This paragraph shall survive expiration or termination of the Agreement.

d. Usage of Equipment. The Customer may use certain Equipment provided by FORWARD IT (hereinafter FORWARD IT-Provided Equipment) only in connection with the appropriate Services and as permitted in this Services Agreement. Any other use of this FORWARD IT Provided Equipment is strictly prohibited and may result in immediate termination of the Services and require payment of the termination fee (as defined below) and all other charges then due, plus any damages incurred by FORWARD IT as a result thereof. The Customer may not use the FORWARD IT-Provided Equipment with any other devices or other equipment not provided by FORWARD IT. The Customer agrees: (i) the FORWARD IT-Provided Equipment or any IP provided in connection with the Service may not be transferred to another party, (ii) the Customer will not reverse engineer, translate, decompile, disassemble or derive the source code from the binary code of the Equipment's firmware or software of any IP provided with the Service, and (iii) the Customer agrees that no provider of IP or any software used by the Customer in connection with the Services will have any liability to the Customer.

FORWARD IT as Reseller or Licensor. FORWARD IT is acting only as a reseller or licensor of the hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-FORWARD IT Product"). FORWARD IT shall not be responsible for any changes in the Services that cause the Non-FORWARD IT Product to become obsolete, require modification or alteration, or otherwise affect the performance of

the Services. Any malfunction or manufacturer's defects of any and all Non-FORWARD IT Products either sold, licensed or provided by FORWARD IT to Customer or purchased directly by Customer used in connection with the Services will not be deemed a breach of FORWARD IT's obligations under this Services Agreement. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of Non-FORWARD IT Product are limited to those rights extended to Customer by the manufacturer of such Non-FORWARD IT Product. Customer is entitled to use any Non-FORWARD IT Product supplied by FORWARD IT only in connection with Customer's permitted use of the Services. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by FORWARD IT to Customer through any Non-FORWARD IT Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or re-export any Non-FORWARD IT Product, or any technical data derived there from, in violation of any applicable United States or foreign law.

e. No Directory Listing. Telephone numbers assigned to the Customer by FORWARD IT will not be listed in any telephone directories nor may not be listed in a reverse directory. If the Customer transfers a number from another telephone company, then that telephone number may or may not be listed in the previous telephone directory. As a result, merchants, banks, creditors, lenders or other parties may not be able to verify Customer's address.

f. Suspension of Service. FORWARD IT reserves the right to suspend the Services, in whole or in part, including any features, at any time in FORWARD IT's sole and absolute discretion if deemed necessary but agrees to shall restore the Services to Customer promptly and in a commercially reasonable manner. If FORWARD IT determines that the suspension of the Service is not the fault of the Customer, then the Customer may request a pro-rated (number of full 24 hour periods divided by the number of days in the billing cycle) credit of the monthly charges for each day the Services were not operating pursuant to this Services Agreement.

g. Termination. If Customer terminates Service for convenience or Customer terminates Service for cause, Customer will pay FORWARD IT a termination fee (the Termination Fee") (which customer acknowledges is a reasonable approximation of damages and is not a penalty) as follows: (a) all unpaid amounts for Service provided through the date of termination; plus (b) all previously waived charges for the Service; plus (c) 100% of the remaining monthly recurring charges (if any) for the Term; plus (d) if not recovered by the foregoing, any termination liability payable to third parties.

h. Relocation. Should the Customer relocate facilities during the Term of this Services Agreement, a new service agreement will be required to implement new services at the Customers' new facilities which will take the place of this Services Agreement. Installation and moving fees may apply and are solely at FORWARD IT's discretion. Customer agrees to give FORWARD IT ninety (90) days notice of any facilities move. However, FORWARD IT in no way warrants that its services are guaranteed to be delivered to Customer new premises at any date as service is dependent on construction and facilities available from its last mile provider.

i. Amendment. FORWARD IT may amend, modify or update this Services Agreement or the AUP at any time in its sole discretion. FORWARD IT will provide electronic and written notice of any amendment, modification or update of this Services Agreement or the AUP to Customer. If any material modification to this Services Agreement or the AUP is unacceptable to Customer, Customer may terminate this Services Agreement and a prorated refund for the duration remaining will be sent to Customer. However, if Customer does not terminate the Services Agreement, or if Customer continues to use the Services following effectiveness of the modification, Customer's continued use will mean that Customer have accepted that modification.

j. Quality of Service. (VoIP Services) Reliable VoIP service is dependent upon installation of a Forward IT recommended gateway device and FORWARD IT's recommended broadband providers throughout the term of this Services Agreement

k. Customer Supplied Equipment. In the event that FORWARD IT approves the use of customer supplied equipment, Customer acknowledges that it takes full responsibility for the installation, maintenance and operation of such equipment and FORWARD IT will in no way be held liable for Services interruptions or degradation of Services as a result of customer supplied equipment.

l. Previous Contractual Obligations. Customer agrees that FORWARD IT will not be responsible for the termination or cancellation of any existing service contracts or agreements with any other communications service provider and any fees or penalties associated with such contracts.

m. Installation. Customer acknowledges that it is the owner of the site that VoiP Services will be installed in, or if the Customer is a tenant and not the owner of the site, the Customer acknowledges that it has secured the permission of the owner for installation of services required to support this Services Agreement. The Customer is also required to secure any licenses, permits or right of ways in order to complete this installation.

Customer Name (print)	Title	Signature	Date
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Forward IT Services, LLC

Officer Name (print)	Title	Signature	Date
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