



TERMS OF SERVICE VOIP SERVICES

In addition to the Service Agreement General Terms of Services, the following Terms of Services shall apply to Stratus Network, Inc.'s voice Services.

E911/911: The Stratus Networks, Inc. voice Services are subject to restrictions and disclaimers on the E911/911 services that can be found at www.stratusnet.com/legal-information. Any use of call forwarding to mobile phones or the use of VoIP to mobile software applications will not be compatible with Stratus Networks, Inc.'s E911/911 services and 911 calls will have to be routed by your mobile provider.

Operational Matters. The Customer shall be solely responsible at its own expense for connecting to the Stratus Networks, Inc. VOIP network, for procuring the necessary facilities or equipment required to interconnect and for coordinating the provisioning of its respective matching facilities and/or equipment to utilize the Services. Stratus Networks, Inc. will use its best endeavors to provide the Services on the anticipated date of Services commencement. The Parties shall coordinate the management of their respective system facilities, with each Party being responsible for providing and operating, at its own expense, its respective network facilities.

Telemarketing Traffic. Stratus Networks, Inc. does not accept for termination any dialer-originated telemarketing traffic or any fax broadcasts, including any traffic that would violate the Telephone Consumer Protection Act ("TCPA"), which prohibits the sending of facsimile advertisements without the prior consent of the recipient, do not call laws, or similar consumer protection laws.

Service Limitations. Customer acknowledges and agrees that the Service(s) may not be compatible with all communication equipment. In addition, different regulatory treatment may be applied to the Service(s) than is applied to other telecommunications services, which may affect Customer's rights before regulatory agencies and other governmental bodies.

Stratus Networks, Inc. does not support 0+ calling (including without limitation collect or third-party billing), 900 and 976 calls, and 10-10 "dial-around" calls. The Service(s) may not support 311, 411, 511 and/or other x11 services in some or all Service areas. Customer understands and acknowledges that access to the aforementioned functionality is not part of the Service(s).

Customer Network Facilities. Customer shall be solely responsible for any installation, testing, maintenance and security of its own network facilities supporting its' voice service or otherwise that customer does not purchase from Stratus Networks

Local Number Portability (LNP). If Customer desires to port a number either to or from Stratus Networks, Inc.'s network, Customer shall execute and/or deliver to Stratus Networks, Inc. all documents and information requested by Stratus Networks, Inc., including, but not limited to, all required Letters of Authorization ("LOA"). Customer acknowledges and agrees that Stratus Networks, Inc. shall have the right to refuse to port any number to its network for any reason. Customer agrees that Stratus Networks, Inc., in its sole discretion, may port a number to any third-party provider selected by Stratus Networks, Inc. in order to provide the Service(s), and that Stratus Networks, Inc. may be required to be named as the Customer of Record for such number. Stratus Networks, Inc. will make reasonable commercial efforts to execute all port requests; however, Stratus Networks, Inc. has no control over any porting process (either to or from Stratus Networks, Inc.'s network). As such, Stratus Networks, Inc. makes no guaranties or warranties that a number will be ported on a particular day, or that a submitted port request will actually result in the number being ported. Stratus Networks, Inc. will inform Customer of port dates when such dates are known to Stratus Networks, Inc.. Stratus Networks,

Inc. reserves the right to change the port date in its sole discretion. Customer agrees to comply with all applicable rules, regulations and orders, including but not limited to all FCC and public utility commission rules regarding number porting. Stratus Networks, Inc. makes no warranty that the Service(s) associated with a number will be uninterrupted or error free during any porting process. Customer acknowledges that, if any account associated with the number being ported is canceled or suspended prior to the port date, such number may not be eligible for porting. A port request to Stratus Networks, Inc. to move a number away from Stratus Networks, Inc. does not act to terminate Customer's Agreement. It is Customer's sole responsibility and obligation to cancel its account(s) with Stratus Networks, Inc. in addition to submitting a port request and Customer shall be solely responsible for any contractual obligations it has with such Stratus Networks, Inc. and any applicable fees and charges, including early termination fees. Number porting is done at the Customer's sole risk. Under no circumstances shall Stratus Networks, Inc. be liable for any damages, including, without limitation, loss of profits, associated with porting or not porting a number. Customer agrees to indemnify and hold Stratus Networks, Inc., the third party vendors, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of any number port requested by Customer, including those arising from any slamming complaints.

Customer acknowledges that requests to port numbers away from Stratus Networks, Inc.'s Network will be completed not less than seven (7) days from the date of the request. Customer also acknowledges that it will not port any vanity or 800 numbers without verification from the end user. Customer agrees to comply with all LNP policies established from time to time by Stratus Networks, Inc.. Stratus Networks, Inc. may modify its LNP policies at any time with or without notice to Customer and customer agrees to comply with all such modifications.

Usage. Stratus Networks, Inc. reserves the right, in its sole discretion, to examine Customer's voice, fax and toll-free calling usage pattern and adjust the rates or impose a surcharge if such usage pattern is not normal or customary under generally accepted industry standards for the type of voice Service being used ("Non-Customary Calling"). In the event Stratus Networks, Inc. adjusts Customer's rates due to Non-Customary Calling, Customer's sole and exclusive remedy shall be to terminate the remaining usage commitment (if any) under the applicable Service Order. In such event, Customer shall continue to be liable for any access loop monthly recurring charges through the remainder of the Service Order Term.

If 10% or more of Customer's completed calls during any billing cycle constitute calls with a duration of less than six seconds in length (each, a "Short Duration Call"), Stratus Networks, Inc. may charge each Short Duration Call during such Billing Cycle (including those Short Duration Calls under the 10% threshold) an additional \$0.01 surcharge per call. Stratus Networks, Inc. shall rate all such calls to the fourth (4th) decimal. In the event of any inconsistency between the provisions of this paragraph and an applicable pricing table set forth in an Attachment or a Service Order, the provisions in this paragraph shall control.

All domestic calls will be rated in six (6) second increments with a six (6) second per call minimum and rounded to the third decimal place for each call charge.

Customer is solely responsible for fraudulent calls or data transmitted utilizing the Services. Customer is solely responsible for selection, implementation and maintenance of security features for protection against unauthorized calling, and Stratus Networks, Inc. shall have no liability therefor. Customer is solely responsible for payment of all long distance, toll and other telecommunications charges incurred through use of the Services being provided hereunder regardless of whether such use was intended or authorized by Customer. Customer shall defend, indemnify and hold harmless Stratus Networks, Inc. from and against all costs, expenses, claims or actions arising from fraudulent calls of any nature carried by means of the Services. Customer shall not be excused from paying Stratus Networks, Inc. for Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. In the event Stratus Networks, Inc. discovers fraudulent calls being made, nothing contained herein shall prohibit Stratus Networks, Inc. from taking immediate action, without notice to Customer, that is reasonably necessary to prevent such calls from taking place. Notwithstanding the foregoing, it is understood that Stratus Networks, Inc. is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent calls processed by Stratus Networks, Inc. and billed to Customer's account.

Red Flag Rules/Identity Theft Compliance Policy. Stratus Networks, Inc. has a Red Flag Rules and Identity Theft policy located www.Stratusnet.com/legal-information.

Recording of Calls. Stratus Networks, Inc. hereby puts Customer on notice that any calls that occur over the Stratus Network traverse network equipment that will capture the data packets of a voice call in the ordinary course of their operation. These packets can be used to replicate a phone call, but will only be done with written consent of customer. **Customer is solely responsible for complying with all one-party and two-party consent rules regarding the recording of telephone calls.**

Toll Fraud Disclaimer. The Services have been designed to be reasonably secure from unauthorized usage and intrusions. However, the Services are not invulnerable to fraud or hacking. Stratus Networks, Inc. disclaims any express or implied warranty that the Services are technically immune from or prevent fraudulent intrusions into and/or unauthorized use of the Services (including its interconnection to long distance networks). Customer is hereby warned that fraudulent use of the Services, including but not limited to Direct Inward System Access (“DISA”), auto-attendant, voice mail, 800 and 900 services, and 10-10xxx (otherwise known as dial-around services) is possible. Stratus Networks, Inc. makes no express or implied warranty against such fraud or hacking, and will not be responsible for consequential, incidental or special costs, including, without limiting the generality of same, telephone line charges resulting from such activity.

Stratus Networks, Inc.’s Unlimited Calling or Unlimited Minutes US 48, HI, Canada offerings referred to as “Unlimited Services” offer unlimited outbound (1+) usage are for reasonable business use, and any use in excess of two times (2x) the average monthly usage of all Stratus Networks, Inc. customers using the same Services shall be presumed to be unreasonable. In the event of Customer’s unreasonable business use of such Unlimited Services, Stratus Networks, Inc. may in its sole discretion (a) place reasonable limitations or restrictions on Customer’s use of such Unlimited Services; and/or (b) suspend or terminate the Services provided to Customer. “Unlimited Services” means unlimited usage, including without limitation unlimited minutes, calling destinations and call queues.