

# Master Services Agreement

Master Services Agreement attached hereto and incorporated by this reference. (Collectively “Agreement”). The Customer acknowledges that the Agreement for services is subject to acceptance by YipTel (hereafter “YipTel”). The Customer hereby authorizes YipTel to verify all listed information for; credit purposes. The Customer appoints YipTel to act as agent in order to establish new service and to add and remove services provided by YipTel as directed. The Customer agrees to pay any additional charges due or to become due. Customer agrees to pay the monthly service bill within 15 days, and to pay any termination charges according to section 6 of this agreement. All accounts are due and payable at the Sandy, Utah offices of YipTel.

## MASTER SERVICES AGREEMENT (TERMS AND CONDITIONS)

This Master Services Agreement (“MSA”) is incorporated into and made a part of the Service Agreement(s) to which it is attached between YipTel, (“YipTel”) and the named customer (“Customer”).

1. The Customer agrees to subscribe to the (the “Services”) offered by YipTel as described in the Signed Service Agreement, this MSA, and the Service Level Agreement (“SLA”) (collectively, the “Agreement”), which are incorporated herein, and made a part hereof, by reference. In the event of a conflict between the terms and conditions contained in the Service Agreement, the MSA or the SLA, the terms and conditions of the MSA shall govern.
2. YipTel reserves the right to unilaterally amend all terms and conditions including pricing in response to, regulatory changes, state, municipal or federal tax rate changes, or 3rd party costs of YipTel that alter the feasibility or economics of the Services provided by YipTel hereunder.
3. All offers are subject to credit approval.
4. The Agreement shall commence the date of execution of the Agreement, however the Term start date begins on the Service Activation/Billing start date which is the actual date that Services are activated by YipTel and available for use by the Customer. At the end of the initial term YipTel Service will be Automatically renewed for a 12-month term at the end of each term in succession, excluding Month to Month Terms that auto renew every month. The customer must provide written notice of the intent to terminate 30 days before the renewal date. Month-to-month customers may not be entitled to prior term-plan pricing or discounts. Notwithstanding anything to the contrary in the Service Agreement, the term of this MSA shall be coterminous with any Service Level Agreement still in effect between the parties.
5. By accepting services you are agreeing that this document provides express written consent that allows YipTel to contact you via phone call, SMS, MMS, Email and Social media to communicate the status of services, provide order updates, and to market new products and services as they become available. You may request to stop any and all communication via Stop Request or by contacting customer care.

THE NETWORK:

1. The Customers Network is expected to be VoIP ready. This means that the Customer has a Business Class Firewall that provides QoS and Prioritization settings and a Managed Business Class Ethernet Switch that will provide Power Over Ethernet (POE) to the phones provided. Each phone will require a data drop directly to a Managed POE switch. In the event that the Customer does not have this equipment or cabling in place then the Customer agrees to acquire it or source it from YipTel so that the network is VoIP ready at the time of implementation. YipTel does not provide support for our services over WIFI networks. While YipTel services may work over WIFI the quality of the call will be dependent on the quality and reliability of the WIFI network. YipTel is unable to provide support for our customers WIFI networks.
2. If the customer has existing Firewalls, Routers and Switches then it is expected that the customer will make changes to the equipment as directed by YipTel to support QOS and Prioritization.
3. The customer may at its option request YipTel to make changes to the Customers equipment at YipTel standard hourly billable rates.

#### SOFTWARE:

1. It is expected that the Customer will load all desktop and mobile software on their own devices as directed by YipTel.
2. It is understood that the Customer is responsible to have Computers that are virus and problem free and that the Customer is responsible for resolving all issues in relation to their existing hardware and software. YipTel may assist with the customer prior approval at standard YipTel hourly billable rates.

#### PROVISIONING:

1. YipTel will provision all phones and equipment that YipTel provides as part of the programming charges on the Service Agreement. We can provision many types of CPE equipment such as existing Customer phones but YipTel will charge a provisioning fee according to the quantity or time it takes to provision customer provided phones and equipment. YipTel cannot guarantee any CPE provided equipment.

#### THE INTERNET:

1. YipTel guarantees our network, services and the uptime that we provide to the Customer as stated in the YipTel SLA.
2. Only direct YipTel internet connections support QoS and Prioritization. YipTel guarantees these services as stated in the YipTel SLA (Service Level Agreement)
3. YipTel recommends our YipTel Edge SD WAN device for ALL open internet connections. It provides intelligence to correct call quality issues that firewalls do not provide as it looks at each call and will adjust buffers and routes intelligently. If you build the connectivity
4. Customer understands that quality VoIP phone calls come from Good Quality internet connections. Customer understands that VoIP services are provided as best effort over

other carrier's internet connections and that YipTel cannot guarantee service or reliability over other carrier's networks.

5. Customer understands that Good Quality VoIP requires less than 100 millisecond responses from YipTel Servers and no packet loss in order to deliver Good Quality phone calls. If these standards are not met then the Customer must repair or replace the internet connection until the connection is determined to be within these specifications.
6. Customer understands that poor quality 3<sup>rd</sup> party internet service is not a justification for termination of YipTel services and that in the event that they experience issues related to poor internet service that the customer must repair or replace the internet connection to be within specifications.

#### HARDWARE:

1. If the Customer has their own phones and equipment and they are supported on the YipTel platform that they have chosen, then YipTel will charge a provisioning charge to reprogram or provision those phones on to the YipTel Platform.
2. If the Customer Purchased their Phones and Hardware from YipTel then there is no additional Provisioning charge.
3. New Phones and Hardware have a 1 Year – Over the Counter warranty and used phones have a 30-Day Warranty.

#### YIPTEL EQUIPMENT RENTAL:

1. The YipTel Rental Program is designed to protect the customer from technology obsolescence by allowing you to upgrade or change the physical hardware that you are renting at any time. You will just pay the monthly cost for the equipment that you choose to rent. To change your device or hardware you need to contact Customer Care and they will assist you with the transition. All you pay is the cost of shipping, the equipment and the normal rental costs of the equipment you choose.
2. During your rental if the equipment has any technical issues it is fully covered under our warranty and we will cover the shipping and replacement costs as part of your rental. The only time that equipment is not covered by warranty under the rental program is when it has been willfully abused, lost, stolen or destroyed and in these events the equipment will then be billed to the customer.

#### ADDITIONAL EXPENSES:

1. During the process of establishing service, the full details of your implementation may or may not be determined upfront. As we further discover and design your applications there will likely be changes to the quantities and types of services that you choose. Some of the potential items that you should be aware of are:
2. Exact Quantities: The exact number of users, phones and equipment will be determined during the design phase of your implementation. You will be billed for the exact quantities of services and equipment that you deploy according to the rates on the Service Agreement.

3. Porting Numbers: Porting numbers from an existing carrier has a cost per number to port. This cost can range from \$ 4.99 per number for the first 99 numbers and then to \$1.00 per number for quantities 100+ and higher quantities require additional time frames.
4. Additional Automated Attendants: YipTel provides a Day, Night and Holiday Automated Attendant for each Customer. Additional Auto Attendants have additional costs.
5. Additional Hunt Groups: YipTel provides a hunt group for each Customer. Additional hunt groups have additional costs.

#### DURING YOUR SERVICE:

1. CPNI: YipTel is required by Federal Law to maintain an account password and to only provide account information to those who have this password. Please make sure that you limit access to this password according to your needs. Anyone with the proper account password will be able to make changes to your account.
2. Changes: All modifications and changes to your existing account and existing services are provided free of charge and are included as part of your monthly service.
3. Additions: Additions of new services will incur 1 time programming charges as well as monthly reoccurring charges. As an example, the additions of new users will be charged a 1 time \$49.99 per user programming fee to pay for the setup and configuration of the new user and then the monthly MRC (Monthly Reoccurring Charge). Each additional service will have a 1 time programming cost along with the associated MRC.
4. Additions of new services will be coterminous with the existing term unless otherwise indicated on the contract agreement.
5. Moves: YipTel request 15 business day notification of a service address change. Even if you do not need assistance physically moving your service the 911, and billing information must be updated when you move. Moving to a new office or relocating your service will incur additional costs at our standard hourly billing rates for YipTel services rendered.
6. Account & Number Lock: Your account and phone numbers will immediately be set to locked or a account freeze status for the purpose of preventing slamming and unauthorized port out requests. To port out numbers contact our customer care team to remove the number and account lock prior to submitting a port request.

#### BILLING AND COLLECTIONS:

1. Charges under this Agreement accrue from the Service Activation Date. YipTel shall invoice 1 month in advance, and Customer shall pay, within fifteen (15) days following the date of any invoice (the "Due Date"), all monthly recurring charges for Services provided under this Agreement, in addition to any federal and state taxes, surcharges and other governmental impositions (e.g., end user common line charges, federal, state and local use, excise, sales and privilege taxes; surcharges related to universal service programs, emergency telephone service (911/E-911) and telecommunications relay service for the hearing impaired; payphone surcharges; and other similar surcharges for required programs). If Customer is entitled to an exemption from any applicable taxes, Customer is responsible for presenting YipTel with a valid exemption certificate (in a

form reasonably acceptable to YipTel). Customer shall also pay, as invoiced, for any one-time charges for initial installations or other non-recurring charges. Customer shall pay the recurring charges monthly, in advance of the month in which Service is provided. All non-recurring charges or one-time charges will be invoiced on the next billing cycle. Payments are late after the 15<sup>th</sup> of the month. Account suspension notices are sent on the 30<sup>th</sup> of the month and accounts are suspended 5 calendar days later, and terminated after 10 calendar days.

2. All costs and expenses, including but not limited to attorneys' fees, expenses, court costs, and service charges, incurred by YipTel in collecting payment for any amount due under the Agreement (e.g., monthly recurring charges, one time charges, early termination charges) will be an expense charged to the Customer.
3. For purposes of this Agreement, payments are considered to be made when they are actually received by YipTel. All accounts for Services shall be considered past due 15 days after the invoice date. Late payment charges will be billed from and after the Due Date at the rate of 1.5% per month or the maximum lawful rate allowable under state law, whichever is lower.
4. YipTel may in response to late payments, require Customer to pay a security deposit in the amount of two (2) times the actual or estimated monthly usage.
5. If Customer reasonably disputes any portion of a YipTel invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim for the disputed amount. All claims must be submitted to YipTel in writing within thirty (30) days from the date of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest
6. Billing Errors: It is the responsibility of each party to review the monthly invoice on a monthly basis to verify that it is correct. In the event that there are errors the customer may request a refund of services that were over charged with a maximum credit of 60 days. In the event that YipTel identifies that they have not billed the customer for services rendered then YipTel may only charge the customer for the previous 60 days. Thus, the liability for billing errors is 60 days for either party.
7. Terms for billing periods, security deposits, and payment terms shall be amended to this Agreement, and may be modified if necessary by YipTel.

#### IMPORTANT 911 INFORMATION:

1. 911/E-911. ARE PROVIDED ON A BEST EFFORT BASIS AND ARE NOT GUARENTEED AS SERVICE IS PROVIDED VIA VOIP. AS SUCH THE CUSTOMER RELEASES YIPTEL FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY AND OPERATION OF 911 SERVICES. Prior to the initialization of service, the Customer shall provide accurate End User name and address information where the service will first be utilized (also known as "Registered Location") for the purpose of updating the E-911 Data Base. YipTel will notify Customer and stop all processing of the order until Customer provides a compatible address. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND AGREES TO PERIODICALLY AUDIT ALL OF THEIR USERS FOR 911 ADDRESS ACCURACY. Customer bears the responsibility

to either update their 911 location or to notify YipTel of any changes to the End-User Data that requires a change. Customer shall indemnify and hold YipTel harmless from any claims, damages, or suits related to the use of 911 or E911 Services. It is Customer's responsibility to update the physical location information if it differs from the prior Registered Location. Based upon the information supplied by Customer, YipTel will provide the Services and advise the appropriate agencies as required. Customer acknowledges and understands that access to emergency services through 911 and E-911 calls is limited. Customer Acknowledges and understands that the Voice Service supports E-911 (where available) and that access to emergency service only if the service is operated from the service location of record and then only if subscriber has an active connection to the service, in accordance with the terms of the User Agreement. Customer acknowledges and understands that if there is a service outage (even related to extended Power outages) for any reason, such outage may prevent all voice service, including 911 dialing. Customer also acknowledges that it may take YipTel up to thirty (30) days to get the correct address information to E-911 database and that during that time the E-911 database may have the wrong address information. Customer will indemnify and hold YipTel, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorney's fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to 911 or E-911 Services.

2. Customer understands that the YipTel services are not authorized for use in critical safety or other applications where any failure may reasonably be anticipated to result in bodily injury, loss of life or catastrophic damage to property.
3. SIP trunk services are provisioned with 911 access and you are required to provide a 911 address and order a number that will be used for each location where service has been established. It is the Customers sole responsibility to present the proper 911 Number associated with the specific address the call is coming from. Failure to show the proper number can result in the call not being completed or in the customer being charged at \$ 350.00 per occurrence charge for a non-provisioned 911 call.

#### TERMINATION:

1. Termination of Carrier Circuits provided by YipTel. Circuits that are terminated prior to the end of the term are required to pay 100% of the MRC for the remaining months of the contract term. The customer also agrees to repay any discounts on installation, circuit build costs or early termination charges that are levied against YipTel by underlying carriers due to early termination.
2. Termination of SIP Trunks provided by YipTel. SIP trunks terminated prior to the end of the term are required to pay an early termination fee that is equal to the prior 2 months total billing.
3. Termination of Fax or Efax services prior to contract term are subject to a \$49.99 per account early termination fee.
4. Business Downturn (for hosted voice services only): The client may disconnect hosted phone services without penalty after providing 30 days written notification in the event of a business downturn ONLY if they are terminating all services. Terminating services



means that you are disconnecting the service and numbers associated with the service. If any number(s) are ported out or forwarded from YipTel to another carrier or provider then this constitutes Default and termination charges will apply.

5. Customer or YipTel may terminate this Agreement during a term only for cause (un-cured material breach) after giving 30 days prior written notice with no further obligations or termination penalties. Material breach does not include 3<sup>rd</sup> party customer provided Internet connections, CPE Firewalls or Network hardware that are shown to be the cause of the service related issues.
6. Prior to any party having ability to terminate for Cause, a party shall be required to give written notice to the breaching party of any alleged breach giving Cause and allow 30 days for the breaching party to cure such breach. For purposes of this Agreement and subject to the exclusive remedies set forth in the SLA, "Cause" shall mean any un-cured material breach of the terms of this Agreement.
7. If YipTel terminates this Agreement WITH CAUSE or Customer terminates this Agreement WITHOUT cause, YipTel is entitled to all collection expenses, attorney's fees and costs. In the event of termination of Services by YipTel WITH cause or by the Customer WITHOUT cause, Customer shall also pay the charges set forth below:
8. For termination of hosted phone services between the contract signature date and service activation there will be a \$ 49.99 per user termination fee, plus hardware and phone charges for equipment not returned.
9. PORTING OUT NUMBERS TO ANOTHER CARRIER DURING THE CONTRACT TERM IS COSIDERED DEFAULT. Customers that Default during their term are obligated to pay an early termination charge of \$ 149.99 per user in addition to the prorated monthly service up until the date the phones and equipment are returned and received by YipTel.
10. As mentioned billing will be prorated for the current month up to the day the phones and other equipment are returned to YipTel offices at 9221 Corbin Avenue Northridge, CA. The customer is required to return the phones or ship them to YipTel at the customer's expense. Customers will be billed the prorated monthly services charges, in addition to equipment charges for any equipment that has not been returned, and the \$ 149.99 per user early termination fee. Equipment that has not been returned within 30 days from a port out, or 30 days after the requested termination date will be billed to the customer at replacement value and the customer will then own the equipment and it then cannot be returned to YipTel.
11. In all cases for Termination by YipTel WITH cause or by the Customer WITHOUT cause, in addition to the charges identified in Section 6.1 and 6.2 above, the Customer shall pay for Services actually received; repay YipTel for any and all credits, discounts, and/or waived installation costs received in anticipation of a long-term Agreement; and reimburse YipTel for the reasonable costs it incurred in setting up Customer's Service including the costs of any equipment that is not returned. Customer agrees that YipTel's damages for early termination would be difficult to determine, and the termination charge(s) constitutes a reasonable estimate of appropriate liquidated damages and that such is not a penalty.
12. In the event Customer cancels services when out of contract in writing, charges for services will stop billing after 30 days of written notification.

13. **Carrier/No Notification:** In the event that we receive a port out notification or become aware that the client has ported numbers to another carrier YipTel will attempt phone calls and email communication over a 30-day period. If the client does not respond to our communication attempts within 30 days, then we will process a termination with all associated service and hardware fees automatically.

#### SMS, MMS, CHAT, DIALERS, VIDEO, & SOCIAL MEDIA:

1. **Spam:** YipTel services may not be used for sending any unsolicited messages (commonly known as spam). If Customer is sending solicitations, Customer's campaign must meet the "prior express written consent" standard under the Telephone Consumer Protection Act.
2. **Client Consent:** As required by law, all message recipients must be clearly and fully notified of (1) the collection of their contact information, (2) the purpose of its collection, and (3) the use of their contact information, and they must give explicit consent prior to receiving your message. The required record of consent differs depending on the nature of your message. Solicitation messages require prior WRITTEN consent. Customer must obtain consent even if Customer has had prior business relations with the recipients. Purchasing a product or service from Customer, participating in an event with Customer, or "liking" or "following" Customer on social media does not constitute consent to receiving messages from Customer. If you are sending text or voice solicitations, your campaign must meet the "prior express written consent" standard.
3. **Legal Responsibility:** The customer assumes full responsibility and accept the legal consequences of any action by anyone using Customer's YipTel account. YipTel does not assume the duty or obligation to monitor messages. YipTel reserves the right, in its sole and absolute discretion, to monitor any and all messages created or sent by Customer or any third party at any time without prior notice to ensure that they conform to YipTel Terms. Services are provided on an AS IS and AS AVAILABLE basis. To the extent permitted by law, we exclude all warranties conditions, representations or other terms of any kind which may apply to our services. Although we do all that we can to keep disruptions to a minimum, we may temporarily suspend the Site and Services from time to time to carry out maintenance and support work and for other purposes as appropriate. You acknowledge and agree that final delivery of all SMS text messages is the responsibility of the applicable mobile network operators or telecommunications providers over which we have no control. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with our services.
4. **Prohibited Use:** Customer hereby acknowledges that they are liable for conforming with all federal, state and local regulations. Customer shall not use YipTel services to engage in any illegal activities, spam, offer emergency services, contain threatening or harassing activity of any kind, discriminate in any way, and any conduct any other illegal or disreputable products or services.
5. **Promotional Material:** Customer must include the information shown below in all of its promotional materials in all media and any other material promoting messaging capabilities. The Cellular Telephone Industries Association prohibits omission of this



information in whole or in part. Failure to include the following terms may result in suspension of Customer's mobile keyword without warning.

1. Message Frequency;
  2. "Message and Data rates may apply" disclosure;
  3. HELP and STOP Instructions; and
  4. Links to Customer's terms of use and privacy policy
6. Retention of Data: YipTel may delete any of Customer's archived data after 30 days following the date of termination of its YipTel account. YipTel reserves the sole discretion and right to permanently and irrevocably delete all your Customer's YipTel account data.

#### OTHER DETAILS:

1. DIRECTORY LISTING's are optional and the Customer must indicate in writing if they are requesting a directory listing. Customer's name, address, telephone number and any other information listed on the Agreement are certified as correct by the Customer, and it is understood and agreed that Customer's white page directory listing will appear using that information. It is Customer's sole responsibility to inform YipTel in writing of any change in the information at least 120 days prior to the local telephone directory issue date, which will be provided to Customer upon request. Customer releases YipTel from any and all damages related to or arising out of telephone number publication or distribution and/or related to any error, including listing omissions or errors, pertaining to a directory listing.
2. TOLL FRAUD. Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by YipTel or its employees. The Customer assumes all responsibility for maintaining passwords and for maintaining security practices.
3. CIRCUITS: Delivery of Circuits varies based upon location but they can run from 30 to 60 business days so please plan ahead. After the order has been placed a site survey is completed and in some cases that reveals the need for construction of conduits or facilities that require additional costs that are the responsibility of the customer. If these apply YipTel will get authorization from the Customer that they approve these charges as they are the responsibility of the customer. Circuits are delivered to a single point in each physical building called the DMARC. If this is not in your exact suite or building, then the Customer is responsible for the cost of extending the connection.
4. 800 & LOCAL NUMBERS. Customer acknowledges that Customer shall not own, nor have any proprietary interest in, any in-bound, toll free/local number and, further, that a reservation of an in-bound, toll free/local number shall not constitute, nor be construed, as a guarantee that the Customer will be assigned a requested in-bound, toll free/local number UNTIL the service is activated and tested. Don't publish numbers until they are activated. YipTel shall not be responsible for wrong numbers made to Customer's toll-free number or Local number.
5. CALL RECORDING: The YipTel Platform has the ability to record calls. The legality of recording calls is dependent upon laws and regulations of each State. The customer takes full and complete responsibility for researching and consulting with an attorney to

determine the legality of recording calls and hereby agrees to indemnify and defend YipTel at the customers cost against any and all legal proceedings due to the clients use of the platform. The customer may request full or on demand call recording but as such assumes all responsibility for using the service legally. YipTel recommends against recording of calls without the express consent of the customers attorney and without notifying callers that calls are being recorded.

6. Recorded Calls will be stored on YipTel Storage according to the platform that you are on. YipTel Basic and YipTel Cloud typically have a 60 day Storage retention and YipTel Enterprise provides 160 hours of retention.
7. Call recordings are performed on a best effort basis and are not guaranteed. Capacity, licensing, codecs, retention policy and other factors will influence the ability to record and retrieve recordings.
8. Long Distance: YipTel provides pay per minute plans and Unlimited Contiguous USA plans. Unlimited Contiguous USA plans do not include calls to International locations, Hawaii or Alaska. The customer may choose which plan they would like on a month to month basis. Unlimited Continental USA plans included unlimited inbound and outbound calls but are subject to our fair use policy. Additional minutes will be billed at .019 per minute for additional calls unless specified otherwise within the service agreement. All International calls are billed at YipTel International rates. Contact YipTel for current rate sheets as they change every few months according to the market. Customer agrees that if they have excessive use that is determined to be above the average use per customer that YipTel will bill for additional usage under the unlimited Contiguous USA plan.
9. Spamming, 900 Numbers, or predictive dialers are strictly prohibited.
10. YipTel Acceptable Use Policy- AUP Customer hereby acknowledges that they are liable for conforming with all federal, state and local regulations. The customer acknowledges that services are not recommended for high risk or fail-safe purposes and that the customer assumes liability for damages of any kind.
11. Text Messages addressed to international numbers outside of USA and Canada will not be supported. The Text Message Services support transmission of Text Messages from a single device to another single device, and do not support group messaging. In the event that a transmitted Text Message is sent to an unreachable or unsupported number the message will not be delivered. Text Messaging is a pay per message service on certain YipTel platforms.
12. Non-Solicitation: Customer agrees not to solicit any YipTel employee and YipTel agrees not to solicit any of our customer's employees while under contract with YipTel for any services or within 12 months of last receiving services from YipTel without prior written consent. In the event that either party hires an employee within this time frame it is agreed that they will be billed \$ 25,000.00 by the losing party for breach of this non-solicitation agreement.
13. SERVICE OUTAGES AND SERVICE LEVEL AGREEMENT. Customer acknowledges, agrees, and understands that there is the possibility of an unscheduled, continuous, and/or uninterrupted period of time during which the Service does not conform to the Service Level Agreement ("SLA") as set forth and maintained on YipTel's website ([www.YipTel.com](http://www.YipTel.com)). Each Service Outage is treated as a discrete event; therefore, the credits specified in the SLA shall be given for each separate Service

Outage. The number of minutes of separate Service Outages will not be cumulated to determine the percentage of credit. The failure of any Service to comply with the SLA shall not be deemed a breach of warranty or contract by YipTel, but may obligate YipTel to provide Customer with outage credits pursuant to the terms and conditions of the SLA. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY, AND YIPTEL'S SOLE AND EXCLUSIVE OBLIGATION, IN THE EVENT OF ANY BREACH OF THIS AGREEMENT OR OF THE PERFORMANCE LEVELS IN THE SLA, OR FOR ANY OTHER REASON, SHALL BE FOR YIPTEL, AT ITS OPTION, TO REPLACE AND/OR REPAIR THE DEFECTIVE SERVICES, PROVIDED HOWEVER THAT IN THE EVENT ANY OF SERVICE INTERRUPTION THAT IS COVERED BY THE SLA, THEN, IN ADDITION TO THE FOREGOING, YIPTEL MAY BE OBLIGATED TO PROVIDE OUTAGE CREDITS IN ACCORDANCE WITH THE TERMS OF THE SLA.

14. Customer shall allow YipTel access to the Customer's premises to the extent reasonably determined by YipTel for the installation, inspection, and scheduled or urgent maintenance relating to the Service. YipTel shall notify Customer at least 24 hours in advance of any scheduled maintenance that will require access to the Customer premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the network facilities on the Customer's premises. In the event Customer fails to do so, Customer shall reimburse YipTel for the actual and reasonable cost of repairing or replacing any equipment damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer's premises.
15. LIMITATION OF LIABILITY. YIPTEL MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN CONSIDERATION OF THE RATES AND CHARGES SPECIFIED HEREIN AND THE DISCOUNT APPLIED IN CONNECTION THEREWITH, YIPTEL'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST YIPTEL FOR THE FAILURE OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, SHALL BE LIMITED TO A REFUND OF A PORTION OF THE AMOUNTS PAID TO YIPTEL DURING THE PERIOD OF TIME (IN EXCESS OF 4 HOURS) THAT THE SERVICES CONTRACTED BY CUSTOMER FROM YIPTEL WERE INTERRUPTED OR NOT PROVIDED AS REQUIRED. IN NO EVENT SHALL YIPTEL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUES, PROFITS, OR GOODWILL OF ANY KIND, WHETHER OR NOT YIPTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES COULD HAVE BEEN OR ACTUALLY WERE CONTEMPLATED BY THE PARTIES. YIPTEL MAKES NO WARRANTIES REGARDING ANY PRODUCTS OR SERVICES PROVIDED OR INSTALLED ON

CUSTOMERS BEHALF, BUT YIPTEL SHALL, WHEN POSSIBLE, ASSIGN TO CUSTOMER THE BENEFITS OF ANY WARRANTIES, OR SIMILAR PROTECTIONS PROVIDED TO YIPTEL BY ITS VENDORS OR SUPPLIERS. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN.

16. **FORCE MAJEURE.** If performance by YipTel of any obligation under this Agreement is prevented, restricted or interfered with by causes including without limitation failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, terrorism, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then YipTel shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. YipTel shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.
17. **ADDITIONAL PROVISIONS.** This Agreement will not be assignable by Customer without the prior express written consent of YipTel. The Agreement, including any Schedules, the SLA, Addenda, and any product-specific terms and conditions, constitutes the entire understanding between Customer and YipTel and supersedes any prior agreements or understandings, whether written or oral. In the event of any conflict between this Agreement and the terms and conditions of any SLA and/or Schedule, the order of precedence is as follows: (1) the SLA, (2) this Agreement, and (3) the Schedule. If any part of a provision of this Agreement is invalid or unenforceable said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions of this Agreement. In addition to any provisions that by their nature would survive, Sections 4, 5, 7, and 8 shall survive termination, cancellation or expiration of this Agreement. This Agreement shall be governed by the laws of the state of Utah. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).
18. **Fair Use:** YipTel delivers unlimited long distance plans that are intended to be used by general business entities and are not intended for high use industries that use outbound dialers, or have excessively high call volume. YipTel provides a maximum of 3,000 minutes per user pooled on the account before additional long distance charges may apply.
19. Customer shall indemnify, defend and hold harmless YipTel, its employees and agents, from any and all losses, costs, damages, liabilities, actions, causes and action and expenses, including reasonable attorney's fees, arising out of, in whole or in part, directly or indirectly, as a result of or attributable to the use of the Services by Customer or any other person or party including any claims for libel, slander, or infringement of copyright or trademark.