

VPC-IT, CORP dba QNECTU SERVICE TERMS AND CONDITIONS

The Customer named on the qnectU Service Order Agreement and VPC-IT, Corp dba qnectU ("VPC") agree that the terms and conditions on the qnectU Service Order Agreement and these terms and conditions constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on a Service Order. Services may include, but are not limited to, high-speed Internet services ("Internet"), enterprise class commercial digital Internet voice services, toll free and trunk services ("Voice") and computer and network consulting services ("Support") (each a "Service" and collectively "Services").

By establishing, activating, using, or paying for Services, Customer acknowledges that Customer has read and understands the terms of this Agreement, Customer agrees to the terms and conditions contained in this Agreement, and Customer represents that Customer is of legal age to enter into this Agreement and become bound by its terms, including those pertinent to 911/E911 Emergency Dialing, and to the prices, charges, and conditions provided to Customer in association with Customer's enrollment in the Services.

The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services. Additional terms and conditions may apply to specific services and are outlined in additional sections specific to said services as applicable.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Agreement: These terms and conditions, the Service Order Agreement and any written Amendments or Addenda executed by Customer.

Confidential Information: All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Licensed Software: Computer software or code provided by VPC or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Party: A reference to VPC or the Customer; and in the plural, a reference to both companies/persons.

Service(s): The Internet, Toll Free , Trunk, Fax and Voice services, Web Hosting, Email, Consulting and Support Services provided by VPC to Customer described in one or more Service Order(s).

Service Commencement Date: The date(s) on which VPC first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Order: A request for VPC to provide the Services to Service Location(s) submitted by Customer to VPC (a) on a then-current VPC form designated for that purpose or (b) if available, through a VPC electronic order processing system or website designated for that purpose.

Service Order Agreement: The agreement under which all Service Orders are submitted to VPC.

Service Location(s): The Customer location(s) where VPC provides the Services.

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

Termination Charges: Charges that may be imposed by VPC if, prior to the end of the applicable Service Term (a) VPC terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, ninety percent (90%) of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by VPC in connection with Custom Installation, for the Services provided by VPC under the Service Order.

qnectU: A dba of the operating entity VPC-IT, Corp, a Utah Corporation, and any parent companies, subsidiaries, affiliates, contractors or service providers that will provide the herein described services.

VPC Equipment: Any and all facilities, equipment or devices provided by VPC or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all phones, servers, PBX, firewalls, antennas, radios, terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, data service units, cabinets, and racks.

2. DELIVERY OF SERVICES

2.1 Orders. Customer shall submit to VPC a properly completed Service Order to initiate Services. A Service Order shall become binding on the parties when (i) it is specifically accepted by VPC either electronically or in writing, (ii) VPC begins providing the Services described in the Service Order or (iii) VPC begins Custom Installation for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Speed. VPC makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

2.3 Access. Customer, at no cost to VPC, shall secure and maintain all necessary rights of access to Service Location(s) for VPC to install and provide the Services, unless VPC has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the VPC Equipment used to provide the Services within the Service Location(s). VPC and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from VPC, Customer shall provide all required access to VPC and its authorized personnel.

2.4 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of Voice, the day Voice Service is activated, VPC shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2.5 VPC Equipment. VPC Equipment is and shall remain the property of VPC regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time VPC may remove or change VPC Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any VPC Equipment or permit others to do so, and shall not use the VPC Equipment for any purpose other than that authorized by the Agreement. VPC shall maintain

VPC Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at VPC's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the VPC Equipment. Customer is responsible for damage to, or loss of, VPC Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of VPC. Customer agrees not to take any action that would directly or indirectly impair VPC's title to the VPC Equipment, or expose VPC to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following VPC's discontinuance of the Services to the Service Location(s), VPC retains the right to remove the VPC Equipment including, but not limited to, that portion of the VPC Equipment located within the Service Location(s). To the extent VPC removes such VPC Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Customer-Provided Equipment. VPC shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all Customer-Provided Equipment. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by VPC's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

2.7 Administrative Web Site. VPC may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). VPC may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify VPC if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and VPC shall be entitled to rely on all Customer uses of and submissions to the Administrative Web Site as authorized by Customer. VPC shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site or any information on the Administrative Web Site. VPC may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

3. CHARGES, BILLING AND PAYMENT

3.1 Charges. Customer shall pay VPC one hundred percent (100%) of the Custom Installation & Setup Fees prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by VPC. These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of VPC Equipment, per-call charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, may be invoiced after the Service has been provided to Customer.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from the amounts charged by VPC. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or on the Service Order(s), VPC will invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment

to VPC for all invoiced amounts on or before the due date of the invoice. Any amounts not paid to VPC by such date will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a pro rated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, VPC may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. VPC shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by VPC. No acceptance of partial payment(s) by VPC shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Payment by Credit Card and/or Demand Draft. Upon Customer's written request and VPC's acceptance of such request, VPC will accept certain credit card payments and/or demand draft payments for charges generated under the Agreement. By providing VPC with a credit card number or bank account number, Customer authorizes VPC to charge the card or debit the bank account for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that VPC stop charging the credit card or debiting the bank account. Customer agrees to provide VPC with updated credit card and/or bank account information or alternate payment information on a timely basis prior to the expiration or termination of the credit card or bank account on file or in the event that Customer's credit card limit and/or bank account balance is or will be insufficient to cover payment. If VPC is unable to charge Customer's credit card or debit Customer's bank account for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by VPC. VPC may limit the option to pay by credit card and/or demand draft to specific Services or may discontinue acceptance of credit card and/or demand draft payments in whole or in part upon thirty (30) days prior notice to Customer.

3.6 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. VPC, in its sole discretion, may, require Customer to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to VPC's provision of the Services, or as a condition to VPC's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by VPC as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if VPC determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by VPC.

3.7 Taxes and Fees. All service fees are exclusive of any applicable taxes, and Customer shall be responsible for the payment of any and all applicable sales, use, excise, local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the entire invoice by the due date and submit a written claim, including all documentation substantiating Customer's claim, to VPC for the disputed amount within thirty (30) days of the invoice due date. In the event an amount is due to Customer it will be credited to Customer's next billing cycle. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to VPC, all disputed amounts shall become immediately due and payable to VPC. In no event is an invoice disputable beyond thirty (30) days of the invoice's original due date regardless of whether said invoice was paid by Customer.

3.9 Past-Due Amounts. In the event that any balance due is not actually received by VPC by the fifth (5th) calendar day after the due date, (a) Customer will be in default under this Agreement (no notice being required), and (b) Customer will pay a late fee of ten-percent (10%) of the amount due, which is agreed to compensate VPC for damages that VPC will suffer as a result of processing Customer's late payment and related losses. Any amount

due for thirty (30) calendar days or more, including late fees, collection fees, attorney's fees, with or without suit, and prior accrued interest shall be subject to a finance charge of two percent (2%) per month compounded monthly. If Customer's account is delinquent, VPC may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any VPC Equipment that Customer fails to return in accordance with the Agreement. In the event of default and VPC is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned VPC Equipment, Customer agrees to pay all costs, expenses and reasonable attorneys' fees expended by VPC in enforcing this Agreement or collecting any sums due hereunder, both in and out of bankruptcy and before and after judgment. Additionally, if VPC refers the account to a third party collection agency or attorney for further action, Customer agrees to pay, in addition to the amounts owed hereunder, a collection fee of fifty percent (50%), which shall be in addition to any attorney's fees and other costs recoverable hereunder. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to VPC under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a \$35.00 service charge for any check, Credit Card or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Replacement funds, as well as all payments for the next three (3) months, must be in the form of certified funds.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. VPC may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. VPC reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Customer.

3.12 Risk-Free Trial Guarantee. From time to time, VPC may offer a Risk-Free Trial Guarantee ("Trial Guarantee"), the duration (the "Trial Period") and terms of which may vary according to the terms of specific sales promotions as described in the promotional literature or on the website, which is applicable only to Customer's first-ordered account. (Customer will not qualify for a Trial Guarantee program if Customer cancels and subsequently re-establish a VPC account at the same or another Service Location.) Under the terms of this Trial Guarantee, if it applies, VPC may refund some or all charges, including any applicable installation fee, provided the terms described below are satisfied. VPC reserves the right to terminate, revoke, or change the terms of this Trial Guarantee at any time, without prior notice. In order to be entitled to this program, Customer must: (i) cancel the Service within the specified number of days in the Trial Period after the Service Commencement Date; and (ii) return VPC Equipment, undamaged and in original condition within seven days of Service cancellation, with all original packaging, documentation, and accessory materials. No refund of usage charges or any taxes or fees applicable to such charges will apply, including but not limited to international calling and directory assistance charges.

4. TERM

4.1 Agreement Term. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in these terms and conditions, if a Service Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date.

4.2 Service Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods for the length originally outlined in this Agreement and each applicable Service Order ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Except as otherwise identified in the Agreement, at any time during initial Service Term and from time to time thereafter, VPC may increase the charges for Voice Services subject to thirty (30) days prior notice to Customer. Effective at any time after the end of the initial Service Term and from time to time thereafter, VPC may modify the charges for Internet Services subject to thirty (30) days prior notice to

Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this time frame, Customer will be deemed to have accepted the modified Service pricing.

5. TERMINATION OF AGREEMENT AND/OR A SALES ORDER

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Term upon sixty (60) days prior notice to VPC, and subject to payment to VPC of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all VPC Equipment.

5.2 Termination for Cause. (a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, VPC may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services.

(b) If either party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(c) A Service Order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Termination by either party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Expiration or Termination of the Agreement or a Service Order.

Upon the expiration or termination of a Service Order for any reason: (i) VPC may disconnect the applicable Service; (ii) VPC may delete all applicable data, files, electronic messages, voicemail or other information stored on VPC's servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if VPC has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, VPC may assess and collect from Customer applicable Termination Charges; (iv) Customer shall, permit VPC access to retrieve from the applicable Service Locations any and all VPC Equipment (however, if Customer fails to permit access, or if the retrieved VPC Equipment has been damaged and/or destroyed other than by VPC or its agents, normal wear and tear excepted, VPC may invoice Customer for the full replacement cost of the relevant VPC Equipment, or in the event of minor damage to the retrieved VPC Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to VPC.

5.4 Regulatory and Legal Changes. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. VPC may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects VPC's ability to provide the Services herein.

6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED,

HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY VPC OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF VPC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE VPC EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, VPC EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VPC DOES NOT WARRANT THAT THE SERVICES, VPC EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, VPC EQUIPMENT, OR LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, VPC EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3 VPC MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, VPC EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4 IN NO EVENT SHALL VPC, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. VPC shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

6.6 Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of VPC and its affiliates and agents is limited to the maximum extent permitted by law.

6.7 Service Distinctions. The Service is not a telecommunications service,

and important distinctions exist between telecommunications service and the Service. In addition, different regulatory treatment is applied to the Service as compared with telecommunications service, which may affect Customer's rights before regulatory agencies.

7. INDEMNIFICATION

7.1 Subject to Section 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, VPC Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to this Agreement, the obligations hereunder, and the use of Services, VPC Equipment, and Licensed Software.

7.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Section 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

8. SOFTWARE & SERVICES

8.1 License. If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by VPC, including, without limitation, end-user license agreements for the Licensed Software. VPC and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of VPC; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the VPC Equipment or Customer-Provided Equipment. If VPC has agreed to provide updates and changes, VPC may perform such updates and changes remotely or on-site, at VPC's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by VPC.

8.4 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided,

including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.5 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by VPC, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from VPC or other owner of such material, is prohibited.

9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Remedies. Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.

9.4 Monitoring. VPC shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that VPC and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. VPC reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in VPC's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

9.5 Customer Privacy Policies. In addition to the provisions of Section 9, the privacy policy below applies to VPC's handling of Customer confidential information. In the event of a conflict between the provisions of Section 9 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict.

A copy of VPC's privacy policy is available at <http://www.vponline.com/legal> (or any successor URL).

9.6 Privacy Note Regarding Information Provided to Third Parties. VPC is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10. PROHIBITED USES

10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof without the express written permission of VPC.

10.2 Use Policies. Customer agrees to ensure that all uses of the VPC Equipment and/or the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. VPC reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if VPC (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with VPC's ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use, or (iv) reasonably believes that Customer's use of the Service interferes with or endangers the health and/or safety of VPC personnel or third parties. The AUP and other policies concerning the Services are posted on VPC's web site at <http://www.vponline.com/legal> (or any successor URL) or on another web site about which Customer has been notified, and are incorporated into this Agreement by reference. VPC may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. VPC's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.3 Violation. Any breach of this Section 10 shall be deemed a material breach of this Agreement. In the event of such material breach, VPC shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of VPC, and then to notify Customer of the action that VPC has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

11. SERVICE CREDITS

11.1 Credit Allowances. VPC will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to VPC, a trouble ticket is opened, and the Service is released to VPC for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and VPC has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from VPC within five (5) days of the interruption.

11.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party

not contracted through VPC, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Section 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any VPC failure to meet the objectives of the Services.

12. MISCELLANEOUS TERMS

12.1 Force Majeure. Neither party shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

12.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, VPC may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, VPC may partially assign its rights and obligations hereunder to any party that acquires from VPC all or substantially all of its assets in which the Service is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

12.3 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by VPC, Customer also agrees to sign written assurances and other export-related documents as may be required for VPC to comply with U.S. export regulations.

12.4 Notices. Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to VPC shall be sent to 4760 Highland Dr #614, Salt Lake City, UT 84117. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

12.5 Entire Understanding. The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of VPC may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of VPC who has not been specifically authorized to make such modifications shall be binding upon VPC. No subsequent agreement among the parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both parties.

12.6 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this

Agreement shall remain in full force and effect.

12.7 Survival. The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

12.8 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal action concerning this Agreement shall be brought exclusively in, and parties consent to venue and personal jurisdiction in, the District Court for the County of Salt Lake, State of Utah or in the District Court for the District of Utah.

12.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

12.10 No Waiver. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

12.11 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

12.12 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

12.13 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

12.14 Changes to this Agreement. VPC may change this Agreement from time to time. Any changes will be posted at the Terms of Service section of the VPC website, currently located at <http://www.vponline.com/legal>. Notice will be considered received by Customer and any such changes will become binding and effective on the date the changes are posted to the VPC website, except in the case of changes to the prices or charges. The Agreement as posted supersedes all previously agreed to electronic and written terms of service.

12.15 Electronic Transmission & Counterparts. Electronic transmission (including email and fax) of a signed copy of this Agreement, any exhibits and/or addenda, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. This Agreement and any exhibits and/or addenda may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed one and the same Agreement.

12.16 Restrictions Against Hiring VPC Personnel. Customer understands that VPC expends considerable resources in obtaining, training, and retaining its employees/personnel/staff in order to provide services under this Agreement, and to other customers, and that the nature of this Agreement affords Customer a unique opportunity to become familiar with the skills of such employees/personnel/staff. In order to protect VPC's relationships with its employees/personnel/staff, Customer agrees that during the term of this Agreement and for two (2) years thereafter, Customer will not hire or offer to hire or enter into an employer/employee relationship, partnership, joint venture, principle/agent, contractor, associate, manager or otherwise with, or by means of any entity, business or person, directly or indirectly, any current or past employee/personnel/staff or temporary employee/personnel/staff of VPC, unless Customer first obtains VPC's written consent, nor will Customer induce any employee/personnel/staff of VPC to terminate employment. If Customer breaches this obligation, Customer agrees that damages would be difficult to determine and Customer agrees to pay VPC fifteen thousand dollars (\$15,000) as liquidated damages.

12.17 Independent Obligation. Customer's obligations to pay VPC the fees and charges described in this Agreement are independent of VPC's obligations hereunder. Customer has no right and Customer waives and relinquishes all of Customer's rights to withhold or deduct or offset any such fees or any charges for Additional Services.

ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICES

In addition to Sections 1 through 12 above, Sections 13 and 14 are specifically applicable to Internet Service:

13. WEB HOSTING. If Customer submits a Service Order(s) for web hosting services, the following terms shall also apply:

13.1 Authorization. By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes VPC, its agents and affiliates to reproduce, publish, distribute, and display such content worldwide and (iii) warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless VPC, its agents and affiliates for any harm resulting from such actions.

13.2 Web Site Content. If applicable, VPC will host Customer's web site in a data center in accordance with VPC's then-current published specifications, including, without limitation, storage levels ("Customer Web Site"). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by VPC and all graphics, text, or other information or content materials supplied or furnished by VPC for incorporation into a Customer Web Site shall remain with VPC (or the party that supplied such materials to VPC). Customer agrees that VPC has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

13.3 Web Site Backup and Restoration. Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) VPC is not responsible for backup and restoration of Customer Content.

14. DOMAIN NAME REGISTRATION. If Customer submits a Service Order(s) for domain name registration services, the following terms shall also apply:

14.1 Registration. At the request of Customer, VPC will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of VPC's choosing, but only to the extent that Customer provides VPC with all necessary information relevant to such registration. VPC does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not VPC, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless VPC, its employees, affiliates, agents, and contractors, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from, the domain name registration service's removal of allocation or support for the Customer Domain Name.

14.2 Sub-Domain Name. Should Customer be unable to register a unique domain name, VPC may grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to VPC's prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address or web services. VPC does not represent that

Customer's selected sub-domain name will be available. Customer receives no right to VPC's domain name other than as specifically stated in this Section 14. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and VPC's domain name.

ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES

In addition to Sections 1 through 12 above, Sections 15 through 21 are specifically applicable to Voice Service:

15. USAGE BILLING

15.1 VPC Voice Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

15.2 VPC Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

15.3 Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges VPC or its Associated Parties, as if such a call were answered by the called party, VPC will charge Customer for a completed call.

16. USE POLICY

16.1 Additional Use Restrictions. Voice Service may only be used at Service Location(s) where Voice Service is installed by VPC, or authorized as a remote location by VPC. Customer understands and acknowledges that if Customer attempts to install or use the VPC Equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of this Agreement if Customer moves Voice Service to another location without first notifying VPC. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), call-center, fax or voicemail broadcasting or blasting, or for any other use that results in excessive usage inconsistent with standard business calling patterns. If VPC determines, in its sole discretion, that Customer's use of Voice Service is excessive or in violation of this Agreement, VPC reserves the right, among other things, to terminate or modify Voice Service immediately and without notice.

16.2 Disruption of Service. Customer acknowledges and understands that Voice Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power to VPC Equipment or Customer Equipment is interrupted and such equipment does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Voice Services will not function until normal power is restored. Customer also understands that certain online features of Voice Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

16.3 Network Integrity and Security. Customer is expressly prohibited from any use of the Service or any other action that, in VPC's sole discretion, is deemed to present a risk to the network integrity or security of VPC or its vendors, whether directly or indirectly. VPC, in its sole discretion, may terminate Service without advance notice if it determines Customer's actions could cause a network disruption or security breach.

17. LIMITATIONS OF 911/E911

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO THE LIMITATIONS OF VPC 911/E911 EMERGENCY DIALING SERVICE, AND UNDERSTANDS THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR E911 CALLS. CUSTOMER AGREES TO NOTIFY ANY USER WHO MAY PLACE CALLS USING CUSTOMER'S SERVICE, INCLUDING ANY HOUSEHOLD RESIDENTS OR GUESTS, EMPLOYEES, TENANTS, BUSINESS OR CONTRACTORS WHO MAY BE PRESENT IN CUSTOMER'S HOUSEHOLD OR OFFICE, OF THE LIMITATIONS OF VPC 911 EMERGENCY DIALING.

PLEASE BE AWARE THAT EVEN IN THOSE AREAS IN WHICH VPC OFFERS 911 SERVICE, VPC CANNOT AND DOES NOT GUARANTEE THAT THE SERVICE WILL OPERATE AS INTENDED. THE ONLY WAY TO KNOW WITH ABSOLUTE CERTAINTY THAT CUSTOMER HAS FUNCTIONING 911 SERVICE IS TO TEST THE SYSTEM; VPC IS NOT AUTHORIZED TO MAKE TEST CALLS TO THE 911 SYSTEM AND CANNOT AUTHORIZE CUSTOMER TO DO SO. CUSTOMER MAY WISH TO CALL THE NON-EMERGENCY NUMBER OF THE LOCAL POLICE OR FIRE DEPARTMENT TO FIND OUT IF THEY ARE ABLE TO HELP CUSTOMER OBTAIN SUCH PERMISSION.

VPC RECOMMENDS THAT CUSTOMER MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES IN THE EVENT OF A SERVICE DISRUPTION FOR ANY REASON.

17.1 911/E911 NOT PROVIDED BY DEFAULT. VPC does not provide 911/E911 service to customer by default. 911/E911 services are not available in all locations. If Customer requires 911/E911 service it must be requested on an appropriate Service Order and an additional service fee may apply.

17.2 Limitations. Voice Services **DO NOT** include a 911/ Enhanced 911 function ("911/E911"). In the event VPC does provide a 911/E911 function to Customer it may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. **CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.**

17.3 Correct Address. In order for Customer's 911/E911 calls to be properly directed to emergency services, VPC must have Customer's correct Service Location address. Once activated by Customer, 911/E911 service may not function for up to thirty (30) days after VPC activates Customer's Service. If Customer moves Voice Service to a different Service Location without VPC's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact VPC at least thirty (30) days before moving Voice Service to a new Service Location. All changes in Service Location require VPC's prior approval.

17.4 Service Interruptions. Customer acknowledges and understands that Voice Service uses the electrical power in Customer's Service Location. If there is an electrical power outage, 911/E911 calling may be interrupted if the battery backup in the associated equipment is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Customer exceeds its Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

17.5 Suspension and Termination by VPC. Customer understands and acknowledges that Voice Service, including 911/E911, as well as all online features of Voice Service, where VPC make these features available, will be disabled if Customer's account is suspended or terminated.

17.6 LIMITATION OF LIABILITY AND INDEMNIFICATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER VPC NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VPC AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES,

DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

18. VOICE EQUIPMENT REQUIREMENTS

18.1 Requirements. To use Voice Service, Customer will need Equipment provided through VPC or a third party that allows Customer to place and receive calls by using Customer's high-speed Internet connection. VPC does not provide or support Customer's high-speed Internet connection by default. If Customer requires Internet service it may be requested on an appropriate Service Order or Customer needs to supply at Customer's own expense. VPC recommends that Customer's high-speed connection have a capacity of at least 120 Kbps upstream and downstream per call instance. Since the Service depends on Customer's high-speed connection, the correct configuration of the Equipment, and an adequate power supply, VPC does not guarantee continuous availability. Customer acknowledge and understand that the Service will not function in the absence of electrical power or if there is an interruption of Customer's high-speed Internet connection. A power failure may require Voice Equipment to be reset or reconfigured in order to restore the Service.

18.2 Incompatible Equipment and Services. Customer acknowledges and understands Voice Service may not support or be compatible with:

- (a) Non-recommended configurations including but not limited to equipment not currently certified by VPC as compatible with Voice Service;
- (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, certain satellite television systems and certain "dial-up" modems;
- (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- (d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- (e) 0+ calling (including without limitation collect or third party billing)
- (e) 311, 511, 611, 711, or other x11 calling (other than 911 and 411); and
- (f) Other call types not expressly set forth in VPC's product literature (e.g., outbound shore-to-ship calling).

19. ADDITIONAL LIMITATIONS ON VPC'S LIABILITY FOR VOICE SERVICE

19.1 Limitations on VPC's Liability for Directories and Directory Assistance for Voice Service Customers. THESE LIMITATIONS SHALL APPLY WHERE VPC MAKES AVAILABLE AN OPTION TO LIST CUSTOMER'S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER'S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER'S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF VPC AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO VPC TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS VPC AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY

OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF VPC MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER VPC NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.

19.2 Customer Information. VPC and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, files, or other information that is stored on VPC's or its suppliers' servers or systems, in accordance with our storage policies. Customer understands and acknowledges that VPC shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

20. ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICES

20.1 Limitation. Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with VPC, Customer must have Voice Services, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer's VPC account, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toll free carrier; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, VPC will disconnect the TFN. VPC shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.

20.2 Term and Termination. Toll Free Services are offered on a month to month basis. Customer shall have the right to terminate Toll Free Services, at any time, for any reason, upon thirty (30) days prior notice to VPC, subject to payment of all outstanding amounts due for the Toll Free Services and the return of any and all VPC Equipment. Termination of Toll Free Services is not subject to Termination Charges. Toll Free Services will terminate simultaneously with Customer's Voice Services.

20.3 Toll Free Charges .

(a) Prices. Toll Free Service is subject to the toll free pricing identified in the applicable Service Order.

(b) Billing Increments. Unless otherwise stated in a Service Order, usage-based charges will be billed on either a per-minute or per-message basis. Service calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute.

(c) Rounding of Charges. VPC reserves the right to round up any and all invoice amounts to the nearest one (1) cent.

21. ADDITIONAL TERMS

21.1 Local Number Portability. If Customer transfers to VPC an existing phone number which is currently subscribed to a carrier other than VPC, the following terms and conditions apply: (i) Customer hereby authorize VPC to notify Customer's local telephone company of Customer's decision to switch Customer's local services to VPC and to transfer Customer's telephone number, and represent that Customer is authorized to take this action; (ii) Customer acknowledges and agrees that Customer must successfully install and activate VPC Equipment prior to the date that the number switch becomes effective; and (iii) VPC has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. Customer remains solely responsible for any charges incurred with the telephone company from which the number is being transferred during the period of the transfer, regardless of delays in completing the transfer caused by any reason by any party.

21.2 Telephone Number. Customer may not sell any telephone number assigned by VPC ("Number"). Upon termination of Service, VPC may, in its sole discretion, release a Number that was ported in from a previous service provider to VPC by Customer and used in connection with Service provisioned

by VPC to Customer's new service provider, if such new service provider is able to accept such Number, provided that Customer's entire account has been terminated, charges due have been paid to VPC, and Customer makes the request to transfer upon terminating Service.

21.3 Use Outside the United States. The Service is intended for use in the United States. If Customer removes the Equipment to a country other than the United States, Customer does so at Customer's sole risk, including the risk that such activity violates local laws in the country where equipment is moved. Use of the Service is expressly prohibited wherever its use violates local laws, and Customer is personally liable for any such violations. VPC reserves the right to terminate Service immediately and without notice if it determines that Customer is using Service in violation of applicable local laws.

21.4 Tampering. Customer agrees not to change the electronic serial number or equipment identifier, if any, of VPC Equipment, or to perform a factory reset of the Equipment, without express written permission from VPC in each instance which VPC, in its sole discretion, may deny. Customer agrees not to disrupt the Service or make any use of the Service that is inconsistent with its intended purpose or to attempt to do so. VPC, in its sole discretion, may terminate Service without advance notice should Customer tamper with VPC Equipment.

21.5 Theft of Service. Customer agrees to notify VPC immediately if VPC Equipment is stolen or if Customer becomes aware at any time that Service is being stolen or fraudulently used. Customer must provide a detailed description of the circumstances of the theft or stolen or fraudulent use of the Service and supply any additional documentation reasonably requested by VPC. Failure to do so in a timely manner may result in the termination of Service and additional charges.

21.6 Alternative Interface Devices. If Customer decides to use the Service through an interface device not provided or supported by VPC or an authorized VPC retail dealer, which VPC reserves the exclusive right to prohibit, Customer warrants and represents that Customer possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and Customer will indemnify and hold harmless VPC and its vendors against any and all liability arising out of Customer's use of such alternative interface device with the Service. VPC has no obligation to support or service the use of such alternative interface devices in any way, and in its sole discretion may decline to provide the configuration information required to allow the device to effectuate the Service.

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