



VirtualTone/SKL Terms of Service Agreement

This VirtualTone Hosted IP-PBX Service Agreement (the "Agreement") is between SKL Services, Inc. ("SKL") and the Customer being any customer using goods and services provided by SKL Services, Inc. pursuant to this Agreement. Service and facilities provided are based on the Terms and Conditions contained herein. Customer accepts said Terms and Conditions and agrees to be bound by them. Using services constitutes an agreement to the **VirtualTone/SKL Terms of Service Agreement**.

Definitions:

AUP: The Acceptable Use Policy published on SKL Service's website www.sklservice.com. SKL Services reserves the right to change the AUP from time to time, effective upon posting of the revised AUP on the website or notice to Customer.

Authorizations: Any and all concessions, certifications, registrations, licenses, authorizations, permits or similar approvals and/or documentation as may be required by any applicable NRA or other governmental body or agency having jurisdiction in any country over the provision of the Services.

"Confirmed Port Date" means the date upon which the Customer's current voice provider has agreed to port the numbers to VirtualTone/SKL. The Confirmed Port Date is typically set between two (2) and four (4) business weeks after the port request was initiated. This confirmation is subject to approval by the Customer's current voice provider.

Customer: A third party placing a service order or otherwise desiring to purchase services from SKL Services.

NRA: A national regulatory authority in the country in which the numbers will be used or any other competent authority determining rules, regulations and guidelines applicable to the Service offered by SKL Services.

"911 Services" means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.

"Enhanced 911 Services" means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point ("PSAP), serving the Customer's Registered Address or user-provided address and to deliver the Subscriber's telephone number and Registered Address information automatically to the emergency operator answering the call.

"Basic 911 Service" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's Registered Address. With basic 911, the emergency operator answering the phone will not have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.

"ANI" means Automatic Number Identification.

"DID/DOD" means a telephone number assigned by SKL to Customer for use by a Subscriber with VirtualTone/SKL Hosted IP-PBX service.

"Directory Listings" means the listing of a Subscriber's telephone number in the ILEC directory for a Market.

"FOC" means Full Operational Capability

"International" means anywhere outside of the continental United States, including Alaska and Hawaii.

"Initial Term" means the initial term of service as specified and agreed to in the Customer Order Agreement between SKL and Customer

"IP" means Internet Protocol.

"LCA" means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

"LNP" means local number portability.

"MRC" means monthly recurring charge(s)

"NADP" means the North American Dialing (or Numbering) Plan.

"NRC" means non-recurring charge(s).

Network Operations Center ("NOC") means

"Operator and Directory Assistance" means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

"Port request" or "Porting" means . . .moving a DID from one carrier to another

"PSTN" means the public switched telephone network.

"Rate Center" means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX codes.

"Registered Address" means the address provided by customer in either written format on (i) appropriate VirtualTone/SKL order forms, (ii) entered into appropriate VirtualTone/SKL portals or (iii) other written or verbal communication to Customer's VirtualTone/SKL sales or post-sales support representative that represents the physical location from which VirtualTone/SKL's Hosted IP-PBX service and TNs associated with this service will be used.

"RBOC" Understanding the difference between RBOC and Non-RBOC. RBOC stands for Regional Bell Operating Carrier. You may be familiar with these companies they are Bell South, Pacific Bell, South Western Bell, Ameritech, Bell Atlantic, etc. Those and many other original Ma Bell companies comprise to form RBOC areas, which is about 80% of the continental U.S.A. Non-Rboc areas are small independent local telephone companies that formed when the original Ma Bell Company was broken up. Well these smaller companies such as GTE, CenturyTel, Cox Communications, and etc. charge long distance companies fees for calls our customer makes to their particular areas of service.

"QOS" means Quality of Service

"Service(s)" means the services to be provided by SKL Services to Customer under a Customer Order Agreement, Invoice, or service order including such things as Origination, Termination, 411, Virtual Numbers, International Services, Private Label, Retail, SMB, Hosted PBX, conferencing and others which may include DID's, 800 Numbers and Port Services.

“Service Date” means the date of activation by SKL Services.

“Service Activation Date” means

“Service Description” means the description of the Services as detailed in an annex to the Agreement or in a Customer Order Agreement, Invoice, or Service Order.

"SIP" is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

"Subscriber" means an individual, end-user or telephone device assigned a DID/DOD.

Subscriber: An end user (a private person or legal entity) using a service and a number based on the Service provided by SKL Services to Customer.

"TN" means a telephone number assigned by VirtualTone/SKL to Customer (or that Customer ports to VirtualTone/SKL) and used by Customer in connection with VirtualTone/SKL Hosted IP-PBX for service.

"Toll Free Number" or "TFN" means a telephone number that supports NADP and is assigned by VirtualTone/SKL to Customer that Customer ports to VirtualTone/SKL for use with the VirtualTone/SKL Hosted IP-PBX service

"U.S. Domestic" means the continental United States (excluding Alaska and Hawaii).

“VirtualTone Guarantee” or “Guaranteed” as used in promotional or advertising materials means the guarantee referenced in paragraph 21 herein. No other warranty or guarantee is made or expressed herein and Customer expressly disclaims any other implied warranty or guarantee.

"VoIP" means voice over Internet protocol.

Terms of Agreement

1. Services Provided. Provided that Customer is not in default of its obligations stated herein, VirtualTone/SKL shall provide Customer with the Service ordered in the VirtualTone/SKL Service Order Form (also known as Customer Order Agreement or COA), which Service Order Form is incorporated herein by reference, for the Service Term, the Service Term being defined in Section 9.

2. Equipment. Customer is solely responsible to obtain, use and operate any equipment not provided by VirtualTone/SKL that may be used in association with the Service. The physical configuration of the Customer’s onsite network is the customer’s responsibility. It is the Customer’s responsibility to contact, schedule, and pay its own technician or agent for any onsite equipment or installation needs. If the Customer does not have an onsite technician SKL Services can recommend one from its list of VirtualTone third-party Agents. SKL Services, through itself and its vendors, also offers purchase and lease options for certain equipment that may be used in association with the Service. Such equipment is not included in the price of the Service, and terms for its usage will be agreed prior to its provision.

If Customer has purchased or leased Equipment from VirtualTone/SKL or its third party vendors: Customer must install Equipment in accordance with instructions provided by VirtualTone/SKL (or its third party vendor). VirtualTone/SKL Equipment must be used solely for the purpose of Service utilization. Usage by Customer of such equipment for any other purposes is grounds for immediate removal of such equipment.

2. Service Availability. The Service is available throughout the Service Term, except in the case of scheduled

maintenance of the VirtualTone/SKL network and/or its underlying carrier's network. VirtualTone/SKL will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of Service. VirtualTone/SKL may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers. Provision of the Service may also be interrupted by acts of other parties, including but not limited to utility providers and SKL's underlying carriers. In no event shall VirtualTone/SKL be responsible for consequential damages resulting from any disruption in the Service.

3. SKL Service's Proprietary Rights

As between the parties, SKL Services shall retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights thereto, including without limitation with respect to all technology and telephone numbers used in connection with or provided as part of the Services.

Subscriber may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. Subscriber may not allow any third party to access the Services for any purpose whatsoever.

The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

Subscriber may not grant any sublicense, lease or assign any other right in the Services to any third party. All rights not expressly granted under this Agreement are retained by SKL Services.

4. Porting Numbers. VirtualTone/SKL will require a completed and signed *Letter of Authorization* ("LOA") for any numbers or toll free numbers the customer wishes to port. Applicable LOAs are attached hereto. In addition, VirtualTone/SKL will require a recent, applicable copy of the Customer's current phone bill which contains the Customer's *Billing Telephone Number* ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by VirtualTone/SKL before VirtualTone/SKL initiates the port request.

5. Subscriber Registration

Subscriber agrees to provide true, accurate, current and complete data to SKL Services upon signing up for the Services and at subsequent times as requested by SKL Services.

If Subscriber provides data that is, or that SKL Services suspects to be, false, inaccurate, not current or incomplete, SKL Services has the right to suspend or terminate Services and refuse any and all current or future use of all Services, or any portion thereof.

Subscriber registration data will not be provided to third parties, unless required by law, or in the event Subscriber grants SKL Services the right to provide that information. Customer approves and agrees to the Privacy Policy available at www.sklservices.com.

Subscriber shall maintain and promptly update the registration data as applicable.

Subscriber shall not give account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on Subscriber's account.

Subscriber shall immediately notify SKL Services if any unauthorized use of Subscriber's account has occurred or of any other breach of security.

Subscriber agrees that the SKL's Services are for personal use and agrees to enter forwarding telephone numbers that are controlled by or under the common control of that Subscriber. If SKL Services finds forwarding telephone information that SKL Services suspects to be, false, inaccurate, not current or otherwise not under the control of Subscriber, SKL Services has the right to suspend or terminate Services and refuse any and all current or future use of all Services, or any portion thereof.

SKL Services respects the privacy of its subscribers. Please refer to the SKL Services Privacy Policy, available at www.sklservices.com, for more details. This policy, which may be updated from time to time by SKL Services in its discretion, is incorporated into these terms and conditions by this reference.

Customer agrees and acknowledges that Customer shall be liable for all charges, of any kind or nature, associated with any call dialed from the Customer premises or through the use of Customer's SKL account access and/or Calling Card codes, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that SKL assumes no liability of any kind with respect to providing Customer access to any other telephone number through the Service, whether local, long distance, or International. Customer shall indemnify, defend and hold harmless SKL against any and all claims made by any third party for charges or other liability for calls made from Customer premises or locations where Customer uses SKL services. Customer acknowledges that failure to make proper payment to third party vendors of International and Long Distance Calling services could result in suspension or interruption of long distance and/or local services, including those provided by SKL. SKL assumes no liability of any kind with respect to such potential service suspensions or interruptions.

6. Service Activation Date for VirtualTone Hosted PBX

If Customer is porting numbers, VirtualTone/SKL will work with the Customer to establish an initial activation date upon which their Hosted IP-PBX Service will be activated. This date will be based on the Customer's requested date as well as the *Confirmed Port Date* VirtualTone/SKL receives from its underlying provider if Customer is porting any numbers. VirtualTone/SKL will receive a *Confirmed Port Date* from its underlying provider within one (1) to three (3) weeks of the port request. The *Confirmed Port Date* is the date upon which the Customer's current voice provider has agreed to port the numbers to VirtualTone/SKL. The *Confirmed Port Date* is typically set between two (2) and four (4) business weeks after the port request was initiated. This interval is a product of the accuracy of the information provided to VirtualTone/SKL by the Customer as well as the processing speed of the Customer's current voice provider. Due to this, VirtualTone/SKL makes no guarantees about when a Customer's number will be ported, but will do its best to work with the Customer to meet reasonable deadlines. Upon receiving a *Confirmed Port Date*, VirtualTone/SKL will communicate this date to the Customer by phone or by email. Customer may change this date by contacting VirtualTone/SKL up to seventy two (72) hours prior to the port date. Additional fees will be applied to setup cost.

7. Activation Appointment. VirtualTone/SKL will attempt to arrange an *Activation Appointment* with the Customer whereby a VirtualTone/SKL VoIP Activation Specialist will contact the Customer to walk them through connecting their equipment, guide them through any applicable features of the equipment and service, and make test calls. Such test calls will consist of outbound and inbound calls within the VirtualTone/SKL core VoIP network between the Customer site and the VirtualTone/SKL *Network Operations Center* ("NOC") as well as any other outbound and inbound calls of the Customer's choosing.

8. Service Commencement. The Service Activation Date shall be after the date that Service is deemed ready for activation by VirtualTone/SKL. VirtualTone/SKL will not authorize Service for activation until: (i) delivery of applicable VirtualTone/SKL Equipment necessary for the activation of the Service to customer premises, (ii) the completion of an Activation Appointment per section 7. VirtualTone/SKL has sole discretion in determining the Service Activation Date as defined above regardless of whether Customer has completed all necessary steps to activate Service.

9. Service Term. The Initial Term of Service for the VirtualTone/SKL Service provided to Customer shall be at least one (1) year and up to three (3) years from the Service Activation Date depending on the Service Term selected on said Service/Customer Order Agreement. After such Initial Term, Service shall continue to be provided on a month-to-month basis, unless terminated by VirtualTone/SKL or by Customer pursuant to Section 17 of this Agreement. The Initial Term plus the continuation of Service as provided in this Section 9 are referred to collectively as the "Service Term." (The Agreement Term is coterminous with the Service Term.)

10. Maintenance, Support, and Repair for Equipment Purchased from VirtualTone/SKL. If Customer has purchased Equipment from VirtualTone/SKL, then Customer shall allow VirtualTone/SKL reasonable access to the Equipment as required to provide Service ordered by Customer. All Equipment purchased from VirtualTone/SKL is

subject to the terms and conditions set forth in the Manufacturer's or Publisher's warranty, end-user license, or agreement applicable to such Equipment, with no warranty of any kind from VirtualTone/SKL. Customer shall reimburse VirtualTone/SKL, on a time and materials basis as documented in an invoice, for the entire cost to configure, repair and/or replace any of the Equipment in the event that equipment requires replacement due to (a) misuse, (b) failure to exercise reasonable care, (c) altering original VirtualTone/SKL configuration, (d) physical damage of any cause, (e) theft, or (f) disaster. If replacement equipment is requested, VirtualTone/SKL will ship preconfigured replacements to arrive at Customer site. Customer shall return any faulty Equipment to VirtualTone/SKL within ten (10) days of receiving the replacement equipment or pay for such equipment. Customer will not receive compensation for downtime associated with equipment replacement or repair. Upon inspection of the returned equipment, VirtualTone/SKL will determine if the reason for replacement was covered by an applicable manufacturer's warranty. If covered by such a warranty, VirtualTone/SKL will reimburse Customer for the replacement of the equipment upon receipt of reimbursement from manufacturer.

11. Charges for Service. The monthly recurring charge(s) ("MRC") and any non-recurring charge(s) ("NRC") for Service is stated in said Service/Customer Order Agreement. Service charges are exclusive of applicable taxes and surcharges, including the Federal Universal Service Fund surcharge that VirtualTone/SKL passes on to its Customers if it is charged to VirtualTone/SKL. At its sole discretion, VirtualTone/SKL may require a security deposit to continue the provisioning of Service. VirtualTone/SKL shall not increase pricing during the Initial Term of a Customer Order, but thereafter VirtualTone/SKL may increase pricing upon at least thirty (30) days' written notice. All rates and charges are subject to change immediately in the event there are mandated surcharges imposed by federal, state or governmental agency or underlying carriers. Notwithstanding the foregoing, in the event of any Regulatory Activity, VirtualTone/SKL reserves the right, at any time with as much advance written notice as reasonably possible and without liability, to: (i) pass through to Customer all, or a portion of, any changes or surcharges directly or indirectly related to such Regulatory Activity; (ii) modify the Service, rates (including any rate guarantees), promotions, terms and/or conditions of this Agreement in order to conform to such action; or (iii) if such Regulatory Activity materially and adversely impairs the provision of Service under the Agreement, as reasonably determined by VirtualTone/SKL, to terminate the Agreement.

12. Billing and Payment. If the credit card in our systems is not valid then your account is subject to suspension/termination or the services will have limited access, including but not limited to Voice, Web/Email, Bandwidth, Data, and Access to equipment. VirtualTone/SKL Services reserves the right to charge the credit card on file for any or all fees, deposits and services incurred by the Customer. VirtualTone/SKL shall bill Customer for Service rendered monthly unless otherwise agreed in writing. Invoices shall include all applicable taxes, service charges, fees and surcharges. VirtualTone/SKL shall commence billing for the MRC and NRC and usage (the Service) on the Service Commencement Date, as defined in Section 8. Payments are due within five (5) days of the invoice issuance date, regardless of the date of Customer's receipt of said invoice. Fifteen (15) days after the invoice issuance date, all outstanding balances will accrue interest at a rate of one and one-half percent (1.5%) per month including accrual for any part of a month, or at the highest rate allowed by applicable law. Payments will be applied first to any unpaid finance charges and then to purchase in order of purchase date. All collection costs, including collection agency fees and/or reasonable attorneys' fees and costs, incurred in collection of any unpaid past due amount may be recovered by VirtualTone/SKL. Customer agrees to venue for any such collection action in Wharton County, Texas. . In the event of non-payment within fifteen (15) days of the invoice issuance date, VirtualTone/SKL may give any Customer notification, by email, that Customer has committed a material breach of the Agreement and terminate the Service and this Agreement in accordance with paragraph 17.. Said notification may be provided immediately upon failure of credit card or other payment methods. Customer must pay all outstanding charges, within said notice period, to avoid suspension or termination of Service. In its sole discretion, VirtualTone/SKL may (i) require a security deposit to continue the provisioning of Service(s) if Customer's approved level of credit is deemed insufficient; (ii) demand immediate payment by wire or other means and discontinue Service(s) should Provider determine Customer's usage exceeds their approved level of credit (iii) immediately block Customer's Service(s) if a Customer's pre-paid balance is depleted or is at a level that cannot cover Customer's estimated traffic during the time required for the Customer to replenish their prepaid balance, or if Customer refuses to make any requested payments. If Service is terminated due to non-payment, then the Termination fees described in Section 16 shall apply.

13. Resumption of Service. If Customer requests that Service be restored after a suspension or termination, VirtualTone/SKL has the sole and absolute discretion to restore such Service and may condition restoration upon

satisfaction of such conditions as VirtualTone/SKL determines is necessary for its protection, including requiring Customer to execute a new agreement, pay all past due statements in full, pass VirtualTone/SKL's credit approval, and/or make advance payments. New nonrecurring charges also may apply to restored Service.

14. Additional charges (if applicable). In addition to the standard charges listed above, the following charges, if applicable, will apply:

Technical Service: Technical service for any equipment/service not provided by SKL Services will incur extra hourly charges for a VirtualTone/SKL's technician to service your problem. If there is a problem at one of your serviced locations regarding network problems and or QOS problems and a SKL technician troubleshoot the problem to find out it has nothing to do with SKL Services your account will be billed for the time incurred. Requested alterations made to the service by the customer after the service activation date described in Section 8 are subject to an hourly rate charge to your account. If such services are requested a sales order will be sent for approval to Customer or approval given via email to SKL.

Training Services: Training will be provided on a One hour; one-time basis no cost on or before the service activation date. If you require any re-training after the initial training session there will be an hourly charge applied to your account for such training.

Disconnect Charges: For any request to disconnect or port out a VirtualTone/SKL assigned TN, a non-recurring charge of \$55 per TN (telephone number) will be charged. Pricing is subject to change without notice.

LNP Charges: For cancelled LNP request more than 48 hours before FOC, a non-recurring charge of \$15 per TN will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$200 per TN will be charged. For any request to reinstate, within 24 hours, a newly ported phone number to the original carrier, a non-recurring charge of \$450 per number will be assessed. Pricing is subject to change without notice.

Payphone Surcharges: In the event the customer receives any inbound calls originating from a Payphone, these calls will be subject to a charge per call. The charges are based on regulated FCC Payphone Compensation rules. These regulatory charges (approximately \$0.99 per call) will be passed through directly to the customer. Pricing is subject to change without notice.

"Snapback" charges: For any request to reinstate, within 24 hours, a newly ported phone number to the original carrier, a non-recurring charge of \$450 per number will be assessed. Pricing is subject to change without notice.

Third party phones may work but are up to the customers' responsibility to provision these phones. VirtualTone/SKL will upload any customer provided VoIP firmware necessary for the service. If a VirtualTone/SKL technician provisions/troubleshoots a third party phone hourly rate charge will be applied to your account.

Local , Inbound and Long Distance - Local calls are subject to the address given for service (as indication in the Customer Order Agreement, LOA and Porting Documents). Long Distance rates are subject to change. Rates are viewable from you Customer Billing Portal.

800 Domestic Rates: Domestic 800 inbound calls are billed at the quoted flat, per-minute rate or rate schedule. 800 service is only available to 800/Toll-free DIDs provided by or ported to VirtualTone/SKL's network.

800 Offshore Rates: 800 Inbound calls are rated at the flat per minute rate or rate schedule provided in the customer's with the exception of calls originating from the following locations:

1. Alaska
2. Canada
3. CNMI
4. Guam
5. Hawaii

6. Puerto Rico

7. USVI

The per-minute rates for these locations are subject to change within 30 days

International Rates: International per minute rates are subject to change each (30 days). Current international rates can be viewed in your customer portal. Customer may request that SKL Services Inc (“SKL”) permit Customer access to International Calling service by removing the “blocking” that SKL typically applies to this service.

Customer agrees and acknowledges that Customer shall be liable for all charges associated with International Calling service dialed from the customer premises or through the use of Customer’s SKL account access and/or Calling Card codes, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that SKL assumes no liability of any kind with respect to its providing access to International Calling service via connections from Customer premises and locations where Customer uses SKL services. Customer shall indemnify, defend and hold harmless SKL against any and all claims made by the third party provider of International Calling service. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of International Calling services could result in suspension or interruption of long distance and/or local services provided by SKL. SKL assumes no liability of any kind with respect to such potential service suspensions or interruptions.

Directory Assistance and Operator-Assisted Dialing:

VirtualTone/SKL’s Hosted IP-PBX service may provide Directory Assistance (i.e. 411) and traditional Operator Assisted Dialing. Specific per call or per minute of use rates may apply.

RBOC / Wireless Thresholds for Flat Rate Charges: All flat-rate per-minute rates (Interstate LD, Intrastate LD, 800 Domestic) assume at least 65% of calls terminate (or originate for 800 domestic inbound) on either an RBOC or Wireless PSTN providers. If this threshold is not met, VirtualTone/SKL reserves the right to charge up to an additional \$.06 per minute on the number of minutes needed to meet this threshold.

Service Reinstatement Fee: \$350.00 plus any charges imposed by underlying carrier(s)

Missed Appointment Fee: \$350.00

Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)

Cancellation of Service prior to installation: \$350.00

Upgrade Charge: Dependent on specific upgrades

Downgrade Charge: Dependent on specific downgrade and contract term

Inside Wiring: It will be the customer’s responsibility to provide any needed internal wiring or extensions (and required conduit, facilities, power, etc) for the CPE and phones required to use the service.

15. Billing Increments. Billing increments are set forth below.

(Seconds) US Domestic 60

(Seconds) Toll Free Inbound 60

(Seconds) International (excluding Mexico) 60

(Seconds) Mexico 60

16. Termination by Virtual Tone/SKL. VirtualTone/SKL may terminate this Agreement and the Service provided hereunder by providing fifteen (15) days notification to Customer, by email, of the event of a material breach.

Customer shall have fifteen (15) days to cure the breach by payment, or otherwise, in order to avoid Termination..

Such notice from VirtualTone/SKL shall be in the form of an email to the Customer. In the event of an uncured material breach by VirtualTone/SKL, the Agreement and Service shall be terminated without liability to the Customer. In the event of an uncured material breach by Customer, such as early termination of this Agreement, the following termination fees shall apply, (a) the total MRC for the remainder of the Service Term, (b) one hundred percent (100%) of the past due balance at the time of termination, and (c) any non-recurring charges originally waived by VirtualTone/SKL (d) any cost incurred according to Section 12 to recover monies owed to VirtualTone/SKL. To maintain or improve the Services, to prevent fraud, or for any other reason determined by SKL Services, its sole discretion, SKL Services may restrict, suspend, terminate or modify Subscriber’s service with or without notice.

SKL reserves the right to terminate or revoke any and all free Services at any time and for any reason. At any time, SKL Services may chose, in its sole discretion, to charge a fee for the use of any of its free Services. Upon any termination in accordance with the foregoing, SKL Services may immediately deactivate or delete Subscriber's account and all related information and files in Subscriber's account reassign any telephone numbers associated with the account, and/or bar any further access to such files, information, or the Services. SKL Services shall not be liable to Customer or any third party for any reason for terminating this Agreement or access to Services or for modifying this Agreement and/or the Services.

17. Termination by Customer. During the Initial Term, Customer may terminate this Agreement and the Service provided hereunder by providing fifteen (15) days notification to VirtualTone/SKL, by email, of the event of a material breach. VirtualTone/SKL shall have fifteen (15) days to cure the breach by payment, or otherwise, in order to avoid Termination. Such notice from Customer must be in the form of an email sent to support@sklservices.com, with "Notice of Material Breach" in the subject line of the email and Customer's contact information in the body of the email. After the Initial Term, Customer may terminate the Service or this Agreement for any reason by providing 60 days notice to the email address above. Customer shall be responsible for any unpaid fees or costs and for any costs, including but not limited to removal of equipment, associated with the Termination of this Agreement.

18. Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 19, IN NO EVENT WILL VIRTUALTONE/SKL OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN RELATION TO THE DEDICATED INTERNET ACCESS SERVICE, CPE, AND/OR ANY PRODUCTS OR SERVICE PROVIDED BY THIRD PARTIES UNDER THIS AGREEMENT. VIRTUALTONE/SKL'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES PAID TO VIRTUALTONE/SKL BY CUSTOMER FOR THE SERVICE PROVIDED. CUSTOMER DISCLAIMS ANY WARRANTIES OF ANY KIND AND VIRTUALTONE/SKL PROVIDES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXCEPT AS SET OUT HEREIN.

19. Indemnity. Customer shall indemnify and hold harmless VirtualTone/SKL its employees, its agents and its contractors from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees, costs, and/or collection fees) to or by any third party, relating to or arising from (a) the use of the Service provided to Customer, whether or not Customer has knowledge of or has authorized access for such use, (b) any damage to or destruction of CPE (phones or other equipment), and (c) any material breach of this Agreement by Customer; and regardless of whether such claim or liability results from or arises out of the negligence, gross negligence, strict liability, or statutory liability of VirtualTone/SKL, its employees, its agents or its contractors.

20. No Warranties and Customer Assumption of Risk. VIRTUALTONE/SKL MAKES SERVICE COMMITMENTS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT ("SLA"), SAID SLA IS INCORPORATED HEREIN BY REFERENCE. HOWEVER, VIRTUALTONE/SKL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE VIRTUALTONE/SKL SERVICE (INCLUDING VIRTUALTONE/SKL CPE) PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VIRTUALTONE/SKL DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. VIRTUALTONE/SKL EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS

OR ITS CUSTOMERS' USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE. IT IS THE CUSTOMERS RESPONSIBILITY TO BACKUP ALL DATA AND CONFIGURATION ON THEIR IP PBX HOSTED SWITCH. VIRTUALTONE/SKL WILL PROVIDE A BACKUP WEB INTERFACE TO HANDLE THIS FEATURE.

21. Miscellaneous. Customer acknowledges and understands that Customer is to receive the Service detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. Handwritten alterations or additions to this agreement made by Customer will not be considered part of this Agreement. This Agreement may only be modified, or any rights under it waived, by a separate written document executed by both parties. This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of Texas without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Wharton County, Texas and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail.. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Agreement headings are provided for reference purposes only.

22. VirtualTone Guarantee. VirtualTone/SKL provides a limited guarantee to existing Customers that the Service can be expanded or reduced for any Customer from a single phone to a call center, which guarantee is conditioned on proper bandwidth capability. If Customer requests expansion of the Service which VirtualTone/SKL cannot accommodate, Customer is entitled to terminate this Agreement within fifteen (15) days notice of this breach in accordance with Paragraph 17.

23. Emergency Services Dialing. Customer will have access to either basic 911 or Enhanced 911 (E911) (if available in your area) as their default emergency calling service for all Hosted IP-PBX seats which provide a full two-way (inbound and outbound) dialing capability and are intended to be used with a VoIP phone as the end user device.

With E911 service, when a caller from the Customer's Registered Address dials the digits 9-1-1, the VirtualTone/SKL telephone number and subscriber's registered address is automatically sent to the local emergency center serving your location. The emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information to the emergency call-taker. Accordingly, with E911 service, the emergency call-taker will have the caller's call-back telephone number and registered address information just by virtue of the caller placing the call using the digits 9-1-1. In limited circumstances, Customers equipped with E911 may have their calls routed to the national call center. Please see the description below for an explanation of when this would occur and how this service operates.

With basic 911 service, when a caller from the Customer's Registered Address dials the digits 9-1-1, the call is sent to the local emergency center serving your location. But operators answering the call will not have automatic access to the caller's call-back telephone number or the Registered Address because the emergency center will not be equipped to receive, capture or retain Customer's assigned VirtualTone/SKL telephone number and Registered Address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address. As additional local emergency centers become capable of E911 functionalities, VirtualTone/SKL will automatically upgrade customers from basic 911 to E911 service. We will not notify Customer of the upgrade. In limited circumstances, Customers equipped with basic 911 may have their calls routed to the national call center. Please see the description below for an explanation of when this would occur and how this service operates.

National Call Center service Certain VirtualTone/SKL customers do not have access to either basic 911 or E911. If Customer does not have access to either E911 or basic 911, emergency calls placed using the digits 9-1-1 will be sent to a national emergency call center. A trained agent at the emergency call center will ask for caller's name, telephone number, and location and then transfer the caller to the appropriate local emergency center or otherwise

determine the best way to provide emergency services to the caller. Like Basic 911, the trained operators answering calls in the national call center will not have automatic access to the caller's telephone number or Registered Address information because the national call center is not equipped to receive, capture or retain Customer's VirtualTone/SKL telephone number and Registered Address, so the caller must be prepared to provide this information. **Customer's 911 calls may also be sent to VirtualTone/SKL's national emergency call center if there is a problem validating the Registered Address provided by Customer during provisioning, if Customer is located in an area that is not covered by the land line 911 network, or if Customer has basic 911 or E911 service but these call fails to complete and are routed to the national emergency call center for failover purposes.**

DISCLAIMER OF LIABILITY:

CUSTOMER ACKNOWLEDGES AND AGREES THAT VIRTUALTONE/SKL'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAT THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TN ASSOCIATED WITH THE HOSTED IP-PBX FOR THE REGISTERED ADDRESS, IN THE `USERPART' OF THE `FROM URI' CONTAINED IN THE SIP `FROM' HEADER. CUSTOMER MUST NOT IN ANY WAY MANIPULATE THIS INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE VIRTUALTONE HOSTED IP-PBX SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VIRTUALTONE/SKL, ITS UNDERLYING CARRIER, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS VIRTUALTONE/SKL FROM ANY CLAIM OR ACTION ARISING OUT OF ANY 911 CALL PLACED BY ANY PERSON INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR STATUTORY LIABILITY OF VIRTUALTONE/SKL, ITS EMPLOYEES, ITS AGENTS OR ITS CONTRACTORS, AND REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT OR ANY OTHER THEORIES OF LIABILITY.

24. Acceptable Use Policy. All use of Service must comply with VirtualTone/SKL's Acceptable Use Policy ("AUP"), which is posted at www.sklservices.com and is incorporated herein by reference. By accepting VirtualTone/SKL Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. VirtualTone/SKL reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Violation of the AUP shall be considered a material breach of this Agreement pursuant to Section 16.

25. Acceptance. By signing below and or using the services, I acknowledge that I have authority to enter into this Agreement on behalf of the Customer and that I have read and fully understand all of the terms and conditions set forth in this Agreement, and that Customer agrees to the terms and conditions of this Agreement. Your signature on the Customer Order binds you and your company to the terms and conditions.