

## SKYTEK TELECOM INC. TERMS AND CONDITIONS OF HOSTED VOICE SERVICES

These Terms of Service constitute the agreement ("Agreement") between SKYTEK TELECOM INC. ("Carrier", "we," "us" or "SKYTEK TELECOM INC.") and the End User ("You", "Your" or "Customer") of SKYTEK TELECOM INC.'s Business VOIP Services ("Service", "Services"). Customer and SKYTEK TELECOM INC. may be collectively referred to herein as the "Parties", and individually as "Party". This Agreement governs the Service as well as the use of SKYTEK TELECOM INC.-supplied hardware, and any other IP-PSTN device used in conjunction with the Service. By signing the SKYTEK TELECOM INC. Services Quote or signup forum to activate SKYTEK TELECOM INC. services, you acknowledge that you have read, understand, and agree to the Terms and Conditions of this Agreement, and are of legal age to enter into this Agreement.

### 1. SERVICE

1.1 START OF SERVICE, BILLING DATES, AND PRORATING - You agree to fulfill the Contract Term designated on the General Information Form of the SKYTEK TELECOM INC. Services Quote or signup forum that you signed. You will be placed on a Billing Cycle for the selected Contract Term. For Standard Billing Cycles, Monthly Service Term begins on the first day of the month and ends on the last day of the month. Billing is processed during the first week of each month. For high volume customers, the Billing Date is determined by SKYTEK TELECOM INC. based on the Contract Term/billing cycle with SKYTEK TELECOM INC. The Account Activation Date is the date that your account is set up on SKYTEK TELECOM INC. The Service Activation Date is the date that Services become usable by you. Invoices will be generated at the start of the billing cycle nearest to your Account Activation Date. The first invoice includes charges for prorated Monthly Recurring Charges (MRCs) as well as Non-Recurring Fees (NRCs), plus usage charges. Prorated charges are based on the number of days in the month in which Service was activated and are for each day of Service up to the first day of the next billing cycle. MRCs or other charges are billed to your account and processed during the first week of each month, or on another date, as determined by your Contract Term and billing cycle arrangement with SKYTEK TELECOM INC.

1.2 CONTRACT TERMS AND USE OF SERVICES – The Contract Term refers to the initial length of the Term (in months) of Service that you ordered from SKYTEK TELECOM INC. and appears on the General Information Form of the SKYTEK TELECOM INC. Services Quote. SKYTEK TELECOM INC. offers month-to-month, 12 (twelve), 24 (twenty-four) and 36 (thirty-six), 48 (forty-eight), 60 (sixty), 72 (seventy-two), and 84 (eighty-four) month Contract Terms. The Contract Terms renew automatically without action by either Party. If you terminate Service prior to the end of your Contract Term, you will be responsible for the remaining Monthly Recurring Charges on all subscribed-to Services for each billable month left in your Contract Term, plus any applicable Cancellation/Disconnection Fees, a Cancellation Fee of \$39.99 per billable User, plus any other unbilled charges, all of which become immediately due and payable upon termination or cancellation of Service/Contract. Expiration or Termination of a Contract Term does not free you from paying any and all unpaid charges to SKYTEK TELECOM INC. Any unused free months

or minutes on special promotional offerings will not be credited to your account should you request early cancellation of Services.

**1.3 BUSINESS SERVICES – LIMITATIONS OF USE OF SERVICE(S) AND INTEGRATED ACCESS DEVICE or IADS(S); PROHIBITION OF RESALE** - If you have subscribed to SKYTEK TELECOM INC. Services, the Services are provided to you as a normal business user. This means that you must not resell or transfer the Services to any other person/entity for any purpose, without express written permission from SKYTEK TELECOM INC. You understand that subscribing to SKYTEK TELECOM INC. Services does not grant you the right to use the Services for high volume applications such as auto-dialing, continuous or extensive call forwarding, telemarketing, polling, charitable or political solicitation, fax broadcasting, or fax blasting unless prior approval was given to you by SKYTEK TELECOM INC. to use the Services in such a way. SKYTEK TELECOM INC. offers Metered Services, which may be used for a variety of high-volume applications. If you have subscribed to SKYTEK TELECOM INC. Services such as hosted PBX, SIP Trunks, audio conferencing, IP fax, or other Services, you are permitted to use the Services at the agreed-upon rates and/or applicable Monthly Recurring Charges as described in your original Services Quote or signup forum Packet. SKYTEK TELECOM INC. reserves the right to immediately modify and/or terminate the Services and/or Pricing if SKYTEK TELECOM INC. determines that your use of the Services exceeds the stated Limitations of Use for the Services that you have subscribed to.

**1.4 LAWFUL USE OF SKYTEK TELECOM INC. SERVICES(S) AND EQUIPMENT, PROHIBITED USES, UNAUTHORIZED USAGE** - You agree to use the Service(s) only for lawful purposes. This means that you will not use them for transmitting or receiving any communication(s) or material(s) of any kind when in SKYTEK TELECOM INC.'s sole judgment the transmission, receipt, or possession of such communication(s) or material(s) (i) would constitute a criminal offense, create a civil liability, or violate any applicable local, state, national or international law or (ii) encourages conduct or activities that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. SKYTEK TELECOM INC. reserves the right to terminate your Service immediately and without advance notice, if SKYTEK TELECOM INC., in its sole discretion, believes you have violated any of the restrictions noted above. Upon termination, you are immediately responsible for the full month's charges plus any unbilled or past-due charges accrued up to the end of the current Month-to-Month Term. You are liable for any and all use of the Service(s) and/or IAD(s) by yourself and by any person making use of the Service(s) or IAD(s) provided to you, and by accepting these Terms & Conditions, you agree to indemnify and hold harmless SKYTEK TELECOM INC. against any and all liability for any such use. If SKYTEK TELECOM INC., in its sole discretion, believes that you have violated the above restrictions, SKYTEK TELECOM INC. may forward the objectionable material, as well as your SKYTEK TELECOM INC. communication records and your personally identifiable information to the appropriate local, state, national, or international authorities for investigation and prosecution and you hereby consent to such forwarding.

If your IAD or a SKYTEK TELECOM INC.-issued IAD is stolen, or you become aware that your SKYTEK TELECOM INC. Services are being stolen or fraudulently used by a third party (either directly, or through your own IAD/PBX equipment as in the case of SIP Trunking customers), you must notify SKYTEK TELECOM INC. immediately by calling the SKYTEK TELECOM INC. Customer Support Line 845-525-6000

or emailing support@skytektel.com. When you contact SKYTEK TELECOM INC. to report the problem, provide your SKYTEK TELECOM INC. account number and a description of the alleged theft or fraudulent use of Services. Until SKYTEK TELECOM INC. receives the notification of the theft or fraudulent use, unauthorized traffic and usage charges will continue to accumulate and will be automatically charged to your SKYTEK TELECOM INC. account. You will be liable for all fraudulent use of the Services and/or device(s) stolen from you, and charges will be applied to your account. Notwithstanding anything to the contrary, SKYTEK TELECOM INC. will not issue credits for charges resulting from fraudulent use that arises out of third parties hacking into your equipment, the internet, or your Services. This hacking includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of your internal/INC. orate procedures. Fraudulent continental USA calls will be billed at the rate of \$0.0290 per minute outbound and \$0.0290 inbound. International Calls will be billed per the International Rates associated with your SKYTEK TELECOM INC. account. Failure to contact SKYTEK TELECOM INC. as described above may result in termination of your Services.

1.5 USE OF SERVICE(S) AND IAD(S) BY CUSTOMERS OUTSIDE THE UNITED STATES - SKYTEK TELECOM INC. encourages you to use the Service(s) and provides live and/or email technical support for the Services within the United States. If you take the IAD to a foreign country and use the Service from there, you do so at your own risk, including the risk that such activity violates the local or national laws in the country where you choose to do so. You are liable for any use of the Service(s) and/or IAD(s) by yourself or any person making use of the Service(s) or IAD(s) provided to you and you agree to indemnify and hold harmless SKYTEK TELECOM INC. against any and all liability for such use. Should the removal from the United States or Canada of the IAD violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless SKYTEK TELECOM INC. against any and all liability for such violation. SKYTEK TELECOM INC. reserves the right to terminate your Service immediately and without advance notice if it determines that you are using it outside the United States or Canada.

1.6 LOSS OF CARRIER SERVICE(S) DUE TO POWER FAILURE, ISP OR BROADBAND OUTAGE, OR ACCOUNT SUSPENSION - You acknowledge and understand that the SKYTEK TELECOM INC. Service does not function in the event of power failure. You also understand that the Service is delivered to you through a broadband Internet connection, which is not provided by or managed by SKYTEK TELECOM INC.. In the event of a power or service outage, or unavailability of service from your Internet service provider ("ISP"), SKYTEK TELECOM INC. Service will not function. The Service will not function again until power is restored, or the ISP outage is cured. You may have to reset or reconfigure SKYTEK TELECOM INC. equipment or IADs prior to utilizing the Service again after a power failure or other ISP or broadband service interruption. During such outages, you will continue to be billed for the Service unless and until you or

SKYTEK TELECOM INC. may terminate the Service in accordance with this Agreement. If your account was suspended by SKYTEK TELECOM INC. for non-payment, you must pay any outstanding invoices, plus a Re-connection Fee of \$39.99 per billable user before Service is restored by SKYTEK TELECOM INC.

1.7 COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF SOFTWARE, HARDWARE, OR IAD(S) - The SKYTEK TELECOM INC. Service(s) any SKYTEK TELECOM INC.-issued hardware or software used to deliver the Service to you, plus all Services, information, documents, and materials on SKYTEK TELECOM INC.'s website(s) are protected by trademark, copyright, or other intellectual property laws and/or international treaty provisions. All websites, INC. orate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of SKYTEK TELECOM INC. are the exclusive property of SKYTEK TELECOM INC., and nothing in this Agreement grants you the right to use any such marks. You acknowledge that you are not given license to use the SKYTEK TELECOM INC.-issued hardware or software, other than as a non-transferable, revocable license in object code form (without making any modification thereto) strictly in accordance with the terms of this Agreement. You agree that the IAD is exclusively for use in connection with the Service and that SKYTEK TELECOM INC. will not provide any passwords, codes, or other information that would enable you to use the IAD for any other purpose. Do not reverse compile, disassemble, engineer, or otherwise manipulate the hardware or software. If you use the Service through an IAD not provided by SKYTEK TELECOM INC., you warrant and represent that you possess all required rights, including software and/or hardware licenses, to use the IAD with the Service and you will indemnify and hold harmless SKYTEK TELECOM INC. against all liabilities due to your use of such IAD with SKYTEK TELECOM INC. Service.

1.8 TAMPERING WITH SERVICE(S) OR SKYTEK TELECOM INC. ISSUED IAD(S) - If SKYTEK TELECOM INC. has issued you an IAD device, you may not change the electronic serial number or equipment identifier of the IAD, or perform a factory reset of the IAD. SKYTEK TELECOM INC. reserves the right to terminate your Service(s) if you tamper with the IAD, leaving you responsible for the remaining charges to the end of the agreed-to service term, plus any unbilled charges, plus applicable Cancellation Fee(s) all of which become due and payable and will immediately be charged to your credit card or account. Further, you agree not to hack or disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

1.9 TRIAL PERIOD, RETURN OF IAD, AND DAMAGED PACKAGES - SKYTEK TELECOM INC. provides a fourteen (14) day Trial Period during which time you may decide if you wish to continue the Services through the end of the Contract Term. Hardware may be returned to SKYTEK TELECOM INC. may for a refund of the net purchase price and the Services be canceled without penalty within fourteen (14) days of your Service Activation Date. You are responsible for all usage charges accrued during the Trial Period and must pay these charges immediately after the hardware IAD(s) have been returned to SKYTEK TELECOM INC.. Any hardware IAD that you purchased from SKYTEK TELECOM INC. may be returned provided that the return package is received by SKYTEK TELECOM INC. within 10 (ten) days of the end of the Trial Period. If you wish to return any hardware, you must first call the SKYTEK TELECOM INC. Customer Care Line to obtain a Return Shipment Authorization Code, which must be displayed on the return package. Returned hardware must be received in the original and complete condition and packaging that it was originally sent in, meaning that all parts, accessories, documentation, and materials are included with the return package. Upon receipt and inspection of the return package, SKYTEK TELECOM INC. will issue a credit for the original purchase amount of the equipment to your account or credit card. You are responsible for all costs and risks associated with the return shipment of

the hardware. In the event that a SKYTEK TELECOM INC. package arrives to you in a visibly damaged condition, you must note the damage on the freight bill and retain a copy for your records. In such an event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact SKYTEK TELECOM INC.' Customer Care Department immediately. To obtain a return authorization number, you must contact

Support@skytektel.com or by calling 845-525-6000

1.10 NUMBER RELEASE ON SERVICE TERMINATION - Upon termination of Service, SKYTEK TELECOM INC. may release a telephone number that you ported to SKYTEK TELECOM INC. from a previous service provider and used in connection with the Service. At your request, the number may be released to your new service provider, provided that your SKYTEK TELECOM INC. account is current including payment for any and all outstanding charges (including any outstanding Monthly Recurring Charges that remain on your Contract Term) and any applicable Cancellation Fees. To request a Number Release, you must submit a LOA (Letter of Agency / Letter of Authority) to your new telephone/telephony service provider. Upon satisfaction of the above stated requirements for Number Release, SKYTEK TELECOM INC. will release your number to your new service provider.

1.11 TELEPHONE & ENHANCED TELEPHONY SERVICE DISTINCTIONS - You understand that the Service is not a traditional telephone service, but an Enhanced Telephony Service. Distinctions exist between traditional telephone service and the Enhanced Telephony Service provided by SKYTEK TELECOM INC. The Service is subject to different regulatory treatment than telephone service. This treatment may affect your rights of redress before Federal, State, or Provincial telecommunications regulatory agencies.

1.12 OWNERSHIP AND RISK OF LOSS - You are the owner of the Service/IAD and bear all risk of loss of, theft, or damage to the Service/IAD, from the time it is shipped to you and/or activated by SKYTEK TELECOM INC. until the time it is canceled by you.

1.13 411 SERVICES - SKYTEK TELECOM INC. supports 411 Standard and Enhanced 411 Information Services. All 411 calls are billed at \$2.00 Surcharge per call. SKYTEK TELECOM INC. Service does not support 0+ calling (collect, third party billing, or calling card calls).

1.14 SKYTEK TELECOM INC. does not support Traditional Fax Service at this time. SKYTEK TELECOM INC. instead offers SKYTEK TELECOM INC. IP FAX – an Internet faxing solution.

1.15 LNP (PORTING) - You may request that phone numbers be ported to the SKYTEK TELECOM INC. by submitting a completed LOA (Letter of Agency / Letter of Authority) and a current bill copy (less than thirty days old) from your current service provider. No port shall be accepted or submitted without this

information. Pricing for porting DID's to SKYTEK TELECOM INC. is \$30.00 Per Number. The standard porting time is ten (10) to forty-five (45) days. You should specify the desired port date in the appropriate section of the LOA. SKYTEK TELECOM INC. will attempt to honor this date and will let you know the actual port date. Once the LOA and bill copy is received SKYTEK TELECOM INC. shall initiate the port request and shall obtain a FOC (Firm Order Commitment) date. You will be provided with a FOC (Firm Order Commitment) date informing you when numbers are scheduled to be ported to SKYTEK TELECOM INC.. The fees for canceling or changing a port of a DID to SKYTEK TELECOM INC. are determined by how soon before or after the FOC date a port is canceled. Fees for canceling a port are as follows:

PORT CANCELLATION/CHANGE FEE – PER DID WITH CANCELLATION OCCURRING 48 HOURS OR MORE BEFORE SCHEDULED PORT FOC DATE \$30.00

PORT CANCELLATION/CHANGE FEE – PER DID WITH CANCELLATION OCCURRING 6 HOURS BEFORE OR AT ANY TIME AFTER SCHEDULED PORT FOC DATE \$175.00

PORT CANCELLATION/CHANGE FEE – PER DID WITH CANCELLATION OCCURRING LESS THAN 6 HOURS BEFORE OR WITHIN 24 OR MORE HOURS AFTER THE SCHEDULED PORT FOC DATE (AS IN A "SNAP-BACK") \$400.00

SKYTEK TELECOM INC. shall assign the appropriate cancellation fees (as displayed above) to your SKYTEK TELECOM INC. account for any port cancellation that you request. Payment for cancellation fees occurring within a given month shall be payable within ten (10) days of your receipt of the invoice displaying the port cancellation fee(s).

2.1 EMERGENCY CALLING SERVICES- 911 DIALING AVAILABILITY OF 911/EMERGENCY DIALING SERVICES  
In compliance with the Federal Communications Commission (FCC) WC Docket No. 05-196, SKYTEK TELECOM INC. hereby advises all current retail SKYTEK TELECOM INC. customers that enhanced E911/911 calling services are available at this time, but may not be available in all service areas and may/or may not function the same as traditional 911 Services.

2.2 911 SERVICEABLE AREAS - Presently, SKYTEK TELECOM INC. offers E911/911 Services via underlying third-party providers. 911 Services are available only within the Continental United States and Canada. SKYTEK TELECOM INC. routes 911 calls originating in the United States via 10-digit routing to PSAPs (Public Safety Answering Points) as well as via Selective Routers (where available). Selective Routers automatically recognize where a call is originating from based on the CLID (Caller ID) information and deliver the call to the most appropriate local PSAP. Presently, most 911 calls are routed via Selective Routers to the 911 Trunks of the PSAPs (where available). Services are not available in countries other than the Continental U.S. and Canada.

2.3 REGISTERED LOCATION AND E911/User Management Portal and 911 UPDATES - SKYTEK TELECOM INC. must have a 911 Registered Location Address on file for your phone number(s) in order to provide test or actual VOIP Services and/or 911 Emergency Calling Services to you. At the time your account is

provisioned, SKYTEK TELECOM INC. will register one (1) phone number per your location in the 911 databases for you. The Registered Location or locations for your account is obtained from the Registered Location information that you provided on the E911 Services tab of the Services Quote or signup forum Packet that you completed and supplied to SKYTEK TELECOM INC. for provisioning of test or actual Services. The Registered Location Information is then tied to the E911 CID field (911 Caller ID) display of your registered phone number. Please note that no 911 services are available for toll-free phone numbers. You will be informed which of your phone number is registered and enabled for 911 Services in the SKYTEK TELECOM INC. E911 database.

**IMPORTANT:** You understand that E911 Calls are routed to PSAPS based on the E911 CLID field associated with your phone number. If you change the number that you use for 911 calling, your 911 Services may not be available to you and/or may operate differently than normal. If you change the phone number that you use for 911 calling, you must register the new E911 CLID number and its associated address with SKYTEK TELECOM INC. in order to enable 911 capabilities for the number. Failure to do so may result in 911 services not being available to you when using an unregistered phone number. If the 911 call does not complete, it will be automatically routed to a National Emergency Call Center and you will be asked to verify your number and provide your physical location to the operator. There is a \$150.00 charge for each 911 call placed from an unregistered phone number on the SKYTEK TELECOM INC. network. To register additional numbers or to manage your 911 Registered Location, please contact SKYTEK TELECOM INC. at 845-525-6000. NOTE: If the information that you supply for your Registered Location is incorrect or incomplete, Services may not be available to you. For help with problems updating your E911/911 Registered Location Information please contact SKYTEK TELECOM INC. at 845-525-6000 or Support@skytektel.com . You may also use the following methods to update your E911 CID and Registered Location information:

2.4 Contact SKYTEK TELECOM INC. Customer Service at 845-525-6000 during normal business hours (MONDAY-THURSDAY 10:00am TO 5:00pm – FRIDAY 10:00 TO 12:00 PM EST Excluding Holidays).

Email Support@skytektel.com during normal business hours. NOTE: CONTACTING SKYTEK TELECOM INC. BY PHONE OR EMAIL MAY RESULT IN A DELAY OF UP TO 72 HOURS OF YOUR E911 UPDATE INFORMATION. ROUTING OF E911/911 CALLS - E911/911Calls are routed based on the E911CID field for your User within the SKYTEK TELECOM INC. User Management Portal (PORTAL.SKYTEK TELECOM.COM) If you have subscribed to a standard SKYTEK TELECOM INC. Service Plan or IP Trunk Plan with a phone number, the main phone number on your SKYTEK TELECOM INC. account will automatically be registered in the E911/911 database prior to release to you (unless you specify otherwise and/or request additional numbers to be registered). If you change the number that you use for 911 Calling purposes and fail to register the number for 911 via the User Management Portal, your phone number(s) will not be recognized when placing an E911/911 call, resulting in the call failing or being sent to a National Emergency Call Center Operator, who will require you to supply your current address information. Calls from all non-registered numbers will result in a charge of \$150.00 per call.

2.5 PSAP LIMITATIONS AND THE HANDLING OF E911/911 CALLS - Presently, SKYTEK TELECOM INC. routes E911/911 calls from Registered DIDs to Emergency Services Operators at the various PSAPs (Public Safety Answering Points). You understand that occasionally there may be instances where the limitations of the PSAPs determine the level of E911/911 services that you receive. For instance, E911/911 PSAP operators may or may not be able to access the ALI Database in order to automatically retrieve information pertaining to a registered DID, such as caller name and address, and so in such instances, you may be required to verbally provide this information to the PSAP operator at the time the call is placed. For this reason, SKYTEK TELECOM INC. can make no guarantees about the consistency of the E911/911 services, with regard to PSAP operators being able to automatically retrieve and view caller information.

2.6 INSTANCES WHERE E911/911 SERVICES MAY NOT BE AVAILABLE - You understand that while the SKYTEK TELECOM INC.-provided VOIP service closely approximates traditional 911 services, there may be instances in which the E911/911 Services may function differently from traditional 911 services, or may not be available. Additionally, there may be circumstances in which the E911/911 Services may be delayed or may not be available to you. Such circumstances may include, but are in no way limited to the following:

- o Electrical Power Outage and/or Broadband Internet Service Provider (ISP) outage or unavailability;
- o Suspension or Termination of Customer's account(s) or VOIP service(s);
- o Relocation of Customer's VOIP IAD(s) to an address other than the one given at activation, without updating the E911 Registered Address Location with SKYTEK TELECOM INC.;
- o Unsuitable broadband internet connection such as satellite internet; Malfunction, Failure, and/or Improper Configuration of Subscribers' VOIP IAD(s) and/or using an unapproved or unsupported VOIP or IAD(s);
- o Deficits or limitations of the PSAP, National Emergency Call Center, Emergency Services Operators or Personnel systems and/or equipment;
- o Unforeseen congestion on the SKYTEK TELECOM INC. VOIP network or network design factors which delay or prohibit Services;
- o Incorrect Customer-supplied Registered Location Information;
- o Customer or User tampering with the VOIP IAD(s), producing changes which prohibit the utilization of the E911/911 services;
- o E911 location updates to the SKYTEK TELECOM INC. database will generally be available within forty-eight (48) hours or less. However, SKYTEK TELECOM INC. cannot guarantee that this will always be the case, especially if the E911/911 Registered Location Address update provided by the customer is lacking and/or incongruent with the parameters of the SKYTEK TELECOM INC. customer portal/database and subsequently produces a rejection of the Registered Location Address update;



- o Any other unspecified circumstances which affect the use of the E911/911 services.

2.7 ALTERNATIVE 911 OR EMERGENCY DIALING ARRANGEMENTS - You acknowledge that SKYTEK TELECOM INC. does not offer alternate primary line or lifeline services. It is strongly recommended that you always have an alternative means of accessing traditional 911 or Emergency Dialing Services.

3. ACCEPTANCE OF ELECTRONIC SIGNATURES & COMMUNICATION OF OFFICIAL BUSINESS - When you visit SKYTEK TELECOM INC.'s websites or portals, send email or fax or engage in IM (Instant Messenger) conversations, you are communicating with SKYTEK TELECOM INC. electronically and understand that all such communication between you and SKYTEK TELECOM INC. shall constitute official communication which is legally binding. You also consent to receive communications from us electronically and/or by traditional mail. You understand that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. By initialing this document, you acknowledge that you have read and agree to the terms & conditions contained herein.

#### 4. CHANGES TO THIS AGREEMENT

4.1 CHANGES OF THE TERMS AND CONDITIONS AGREEMENT AND CHANGES TO PRICING - SKYTEK TELECOM INC. may change the Terms and Conditions of this Agreement and/or Pricing at any time. Changes to the Agreement or Pricing will be considered effective as of the date that notice of such change is conveyed to you via email or other means. Changes are binding from the date sent from SKYTEK TELECOM INC. to you without further notice by SKYTEK TELECOM INC..

#### 5. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

5.1 BILLING - You must provide SKYTEK TELECOM INC. with a valid credit card number (Visa, MasterCard, Discover, American Express) at the time the Service is activated. Any other payment method must be approved by SKYTEK TELECOM INC.. SKYTEK TELECOM INC. reserves the right to stop accepting credit card payments at any time. If the credit card on file for you expires, a credit card account is closed, billing address changes or the card is canceled and replaced due to loss or theft, you must immediately advise SKYTEK TELECOM INC.. All Monthly Recurring Charges, applicable taxes and surcharges, are billed monthly in advance (except for overage charges, which are billed monthly in arrears) to your credit card, along with Activation Fees, Monthly, International Usage Charges, Advanced Feature Charges, Equipment Purchases, Cancellation Fees and Shipping & Handling Charges. SKYTEK TELECOM INC. retains the right to change Pricing Plans and/or bill at more frequent intervals if the Usage Amount (not including the Monthly Recurring Charge) due to SKYTEK TELECOM INC. at any time exceeds \$100.00. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on SKYTEK TELECOM INC. website or email conversation.

5.2 BILLING DISPUTES - If you dispute any SKYTEK TELECOM INC. charges appearing on your statement, you must make SKYTEK TELECOM INC. aware of the dispute in writing (email or otherwise) with fourteen (14) days after receiving your SKYTEK TELECOM INC. statement. If charges are not disputed with fourteen (14) days, SKYTEK TELECOM INC. assumes that the charges are acceptable to you and valid. Billing disputes should be notified to Customer Care Billing Department, SKYTEK TELECOM INC., 52 Bakertown Rd. SUITE 433, MONROE, NEW YORK, 10950 or email [support@skytektel.com](mailto:support@skytektel.com)

5.3 PAYMENT - SKYTEK TELECOM INC. accepts payments by, credit card, ACH or bank wire transfer. Your use of the Service authorizes SKYTEK TELECOM INC. to charge the account or credit card number on file with SKYTEK TELECOM INC. including any changed information given SKYTEK TELECOM INC. if the card expires or is replaced, or if you substitute a different card, for SKYTEK TELECOM INC. charges. This authorization will remain valid until 30 days after SKYTEK TELECOM INC. receives your written notice terminating SKYTEK TELECOM INC.'S authority to charge your credit card, whereupon SKYTEK TELECOM INC. will charge you the disconnect fee and any other outstanding charges and terminate the Service. SKYTEK TELECOM INC. may terminate your Service at any time in its sole discretion if any charge to your credit card on file with SKYTEK TELECOM INC. is declined or reversed, your credit card expires and you have not provided SKYTEK TELECOM INC. with a valid replacement credit card, or in case of any other non-payment of account charges. There is a \$30.00 charge for checks returned for NSF (non-sufficient funds). Termination of Service for declined or expired card, checks returned for NSF, reversed charges, or non-payment leaves you FULLY LIABLE to SKYTEK TELECOM INC. for ALL CHARGES ACCRUED BEFORE TERMINATION as well as any other fees pertaining to remaining contractual obligations and for all costs incurred by SKYTEK TELECOM INC. in collecting such amounts, such as (but not limited to) collection costs and attorney's fees..

5.4 PREPAID ACCOUNTS – SKYTEK TELECOM INC. may offer or require certain accounts to be prepaid. Service types subject to prepayment may include, but may not be limited to: Call Center, IVR, Customers Not Paying By Credit Card, or any other application as determined by SKYTEK TELECOM INC.. Prepayment is normally based one (1) month's estimated usage, plus a setup fee. The prepayment shall be applied to your account and will be drawn down against usage, monthly recurring or non-recurring fees. You will be notified by SKYTEK TELECOM INC. when the only twenty percent (20%) of the prepayment amount remains on the account. At that time, you will be asked to replenish the prepayment amount so that Services may be continued. Failure to replenish the prepayment amount with SKYTEK TELECOM INC. before the prepayment funds are depleted will result in the cessation of Services. Services may be continued when prepayment funds are received by SKYTEK TELECOM INC..

5.5 TERMINATION/DISCONTINUATION OF SERVICE - SKYTEK TELECOM INC. reserves the right to suspend or discontinue the Service, or to terminate your Service, at any time in its sole discretion. If SKYTEK TELECOM INC. discontinues providing the Service, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination,

including a pro-rated portion of the final months' charges or the remaining Monthly Recurring Charges (MRCs) in your agreed-to Service Term. If your Service is terminated for any stated reason, or because of improper use of the Service or IAD, you will be responsible for the full month's charges to the end of the current term and any remaining MRCs in your agreed-to Contract Term, plus a disconnection fee of \$39.99 per Billable User, all of which immediately become due and payable.

5.6 TAXES - You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a IAD. Such amounts are in addition to payment for the Service or IADs and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide SKYTEK TELECOM INC. with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date SKYTEK TELECOM INC. receives such certificate.

5.7 TERMINATION OF SERVICES & DISCONNECTION FEES - If you terminate Services prior to the end of your original Contract Term, you will be responsible for the remaining Monthly Recurring Plan Charges for each billable month left in your Contract Term, plus a cancellation fee of \$39.99 per Billable User, a \$5.00 cancellation fee per DID, plus any other unbilled charges, all of which become immediately due and payable upon termination or cancellation of Service/Contract. If you are on a month-to-month Contract Term, you will be charged a disconnect fee of \$39.99 per Billable User upon disconnection or service termination. You will not be subject to a disconnection fee if you fulfill your agreed-to Contract Term. The disconnect fees become due and payable immediately upon Service disconnection/termination and will be billed directly to your account and/or credit card.

5.8 PAYPHONE CHARGES - If you make use of SKYTEK TELECOM INC. Toll-Free Services you acknowledge and agree that SKYTEK TELECOM INC. is entitled to recover from you any charges imposed on SKYTEK TELECOM INC. by payphone owners or operators, either directly or indirectly through SKYTEK TELECOM INC.'s suppliers in connection with toll-free calls made to your number, or any charges imposed upon SKYTEK TELECOM INC. by its suppliers to recover such costs. SKYTEK TELECOM INC. may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion, as SKYTEK TELECOM INC. deems appropriate for the recovery of these costs.

5.9 INTERNATIONAL & DOMESTIC RATES - SKYTEK TELECOM INC. makes every attempt to keep the domestic and international per minute rates consistent. From time to time, however, it may be necessary to increase or decrease the rates due to changes in underlying wholesale costs or legislative enactments that are not under the control of SKYTEK TELECOM INC.. In the event that there must be change to SKYTEK TELECOM INC.'s domestic or international rates, and will be reflected on your SKYTEK TELECOM INC. bill.

## 6.0 WARRANTY OF SERVICES, LIMITATION OF LIABILITY AND INDEMNIFICATION

6.1 AVAILABILITY OF SERVICES -SKYTEK TELECOM INC. makes no warranties or claims, nor guarantees regarding the reliability or availability of the Services. Additionally, SKYTEK TELECOM INC. is not liable for any delay or failure to provide the VOIP/E911/911 services including, at any time or from time to time, or any interruption or degradation of voice quality that is caused by, but in no way limited to, any of the following events:

- 1.) Act of an underlying carrier, service provider, vendor or other third party;
- 2.) Equipment, network or facility failure, upgrade, or modification;
- 3.) Events such as (but not limited to) natural disasters, acts of god, power outages; strikes; fire; war; riot; government actions;
- 4.) Equipment, network or facility shortage or relocation;
- 5.) Service, equipment, network or facility failure caused by loss of power;
- 8) Outage of Customer's ISP or broadband service provider;
- 9) Act of Customer or any person using the Service or IAD provided to Customer; or
- 10) Any other cause that is beyond SKYTEK TELECOM INC.' direct control, including without limitation a failure of or defect of IAD, failure of a communication, the inability of communications (including without limitation 411, E911/911, or Fax dialing) to be completed, or degradation of voice quality. SKYTEK TELECOM INC.'s liability for (i) any failure or mistake; (ii) any claim with respect to SKYTEK TELECOM INC.' performance or nonperformance hereunder or (iii) any SKYTEK TELECOM INC. act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

6.2 DISCLAIMER OF DAMAGES - IN no event shall SKYTEK TELECOM INC.'s officers, affiliates, directors, employees, affiliates, or agents or any other service providers who furnishes underlying services in connection with the delivery of SKYTEK TELECOM INC. Services be liable for any direct, indirect, incidental, special, punitive, exemplary, or consequential damages, or for any other damages, including, but not limited to loss of life, profit, revenue, data, or any other damages associated with the use or inability to use the Service, including inability to dial fax, )+, 411, 911 or access other emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not SKYTEK TELECOM INC. was informed likelihood of any particular type of damages.

6.3 INDEMNIFICATION AND LIMITATION OF LIABILITY - By agreeing to these Terms and Conditions, you agree to indemnify, defend, and hold harmless SKYTEK TELECOM INC., its directors, officers, employees,

affiliates, agents, partners, technicians, and/or underlying service or database providers, from any and all direct, indirect, consequential, or special losses, damages or claims of any kind (including, but not limited to, attorney fees, third party claims, loss of life, loss of business or profits, loss of customers, and/or damage to reputation or goodwill) sustained by you, household family members, colleagues, coworkers, employees, partners and/or affiliates, and end, circumstantial, or third party users of the Service, due to or resulting from any failure in or breakdown of the Service, facilities, or systems associated with providing the Service, or for any delay, interruption or degradation of the Services whatsoever shall be the cause or duration thereof, or for any other cause or claim arising under the Term of Service.

6.4 NO WARRANTIES ON SERVICE - SKYTEK TELECOM INC. makes no warranties (express or implied and without limitation), any implied warranties of merchantability, fitness of the Services for a particular purpose, title or non-infringement or any warranty arising by usage or trade, course, or dealing or course of performance or any warranty that the Services will meet your expectations or requirements. Without limiting the foregoing, SKYTEK TELECOM INC. does not warrant that the Service will be without failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither SKYTEK TELECOM INC. nor its officers, directors, employees, affiliates, agents or any other service provider or vendor who furnishes services or products which are used to deliver the Services, will be liable for unauthorized access to SKYTEK TELECOM INC. or Customer's or Vendor's transmission facilities or premise equipment for unauthorized access to or alternation, theft, or destruction of your data files, information, programs, procedures, software or hardware through accident, fraudulent means or IADs or any other method, regardless or whether such damage occurs as a result of SKYTEK TELECOM INC.'s or its underlying service providers or vendors negligence. Statements and descriptions concerning the Service or IAD, if any, by SKYTEK TELECOM INC. or SKYTEK TELECOM INC.'s employees, agents, installers or technicians are informational and are not given as warranty.

6.5 NO WARRANTIES, OR LIMITED WARRANTIES, FOR IADS (IADS) - If you received a new IAD from SKYTEK TELECOM INC. and it included a limited manufacturer's warranty at the time of receipt, you should refer to the warranty documentation provided with the IAD for information on the rights, disclaimers, and limitations afforded to you as a purchaser of the IAD. If your IAD did not include a limited warranty at the time of receipt, you accept the IAD "as is" and understand that you are not entitled to a replacement or refund in the event of any defect or failure. SKYTEK TELECOM INC. makes no warranties (express or implied) of any kind for the IAD other than the warranties expressly set forth in the documentation provided with the IAD. SKYTEK TELECOM INC. specifically disclaims any warranty of merchantability, fitness of the IAD for a particular purpose, title or non-infringement, or any warranty arising by usage or trade, course of dealing, or course of performance or any warranty that the IAD or any hardware or software is "error free" or will meet your expectations or requirements. The foregoing will not be deemed to limit any disclaimer or limitation of warranty set forth in the documentation provided with the IAD.

6.6 CONTENT - You are responsible for any liability arising out of the content transmitted by or to you or your user\* when using the Services. You must assure that your or your user's use of the Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use. SKYTEK TELECOM INC. reserves the right to terminate or suspend affected Services, and/or remove your content from the Services, if SKYTEK TELECOM INC. determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with SKYTEK TELECOM INC.'s ability to provide Services to you or others, or receives notice that your use or content may violate any laws or regulations. SKYTEK TELECOM INC.'s actions or inaction under this Section shall not constitute review or approval of your use of the Services or your content. You agree to indemnify and hold SKYTEK TELECOM INC. harmless against any and all liability arising from the content transmitted by or to you or your user while using the Services. \* A "USER" MEANS ANY PERSON, WHETHER AUTHORIZED OR UNAUTHORIZED, USING THE SERVICE AND/OR IAD PROVIDED TO THE SKYTEK TELECOM INC. CUSTOMER.

## 7. GOVERNING LAW / RESOLUTION OF DISPUTES/ASSIGNMENT

7.1 WAIVER OF TRIAL BY JURY - Both Parties hereby knowingly, irrevocably, and voluntarily and intentionally waive any rights to a trial by jury in respect of any action proceeding, or counterclaim based on this Agreement or the SKYTEK TELECOM INC. Service(s), or any course of conduct, course of dealing, statements, (verbal or written) or action of any Party hereto. This provision is a material inducement for SKYTEK TELECOM INC. and the Customer entering into the subject transaction. You understand that this section 7.1. constitutes a waiver of any right to a trial by jury.

7.2 GOVERNING LAW - The Agreement and the relationship between you and SKYTEK TELECOM INC. shall be governed by the laws of the State of New York, with venue in Brooklyn, without regard to conflict of law provisions. If court action is initiated to enforce an arbitration award or for any other reason, you and SKYTEK TELECOM INC. agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New York, with venue in Brooklyn and hereby waive any objection as to venue. SKYTEK TELECOM INC.'s failure to exercise any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

7.3 ENTIRE AGREEMENT - This Agreement, any Rate Schedule and applicable Services Quote or signup forum, paperwork signed by the Parties constitutes the entire agreement between the Parties and governs your use of the Service and/or IAD. This entire agreement supersedes any prior agreements between the Parties and any and all prior or contemporaneous statements, understandings, writings,

commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon SKYTEK TELECOM INC. unless and until posted in accordance with Section 3 hereof.

7.4 SEVERABILITY - If any part of this Agreement is ever legally declared invalid, all other parts of this Agreement are still valid and enforceable. Such invalidity or non- enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7.5 ASSIGNMENT - This Agreement is personal to the Parties and may not be assigned or transferred by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld; except that SKYTEK TELECOM INC. may assign this Agreement without consent to any affiliated entity or to any successor in interest whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise. Except as provided herein, any assignment in contravention of the above shall be void and ineffective.

8. PRIVACY - SKYTEK TELECOM INC. Service utilizes the public Internet and various third party networks to transmit voice communications. SKYTEK TELECOM INC. is not liable for any invasion of privacy experienced by Customer with regard to the Service.

9. ACCEPTANCE OF DIGITAL SIGNATURES - BY SIGNING THE SKYTEK TELECOM INC. SERVICES QUOTE, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS TERMS & CONDITIONS DOCUMENT. I UNDERSTAND THAT MY DIGITAL OR WRITTEN SIGNATURE ON THE SKYTEK TELECOM INC. SERVICES QUOTE SERVES AS MY ACCEPTANCE OF THE SKYTEK TELECOM INC. TERMS AND CONDITIONS AS OUTLINED IN THIS DOCUMENT.