

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

MASTER SERVICE AGREEMENT

These Terms of Service constitute the agreement ("Agreement") between Envoi Networks, Inc. ("we," "us" or "Envoi Networks") and the user ("you," "user," "Customer" or "Subscriber") of Envoi Networks' business services and any related products or services ("Service").

This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, fax appliance, router or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. If you purchased Equipment from a dealer, retail store or other provider other than Envoi Networks, you are a "Retail Customer" for purposes of this Agreement.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. EMERGENCY SERVICES - 911 DIALING

1.1 Non-Availability of Traditional 911 or E911 Dialing Service. The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as "911 Dialing" which is a limited emergency calling service available only on Envoi Networks-certified Devices or Equipment. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or Subscriber provided Customer Premise Equipment. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each Envoi Networks phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under "Features," and below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the Envoi Networks 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at 888-978-9464.

1.2 Registration of Physical Location Required. For each phone number that you use for the Service, you must register with Envoi Networks the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the "911" registration link on your Envoi Networks web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

1.3 Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

1.4 How Emergency Personnel are Contacted. We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore pro-

vide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help.

You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

1.5 Service Outages. (a) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(c) Service Outage Due to Suspension or Termination of Your Envoi Networks Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that Envoi Networks is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

(e) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

1.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

1.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

1.8 Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

1.9 No Automated Location Identification. In some service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

1.10 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Envoi Networks nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Envoi Networks, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

1.11 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or consider not turning on the Service.

2. SERVICE

2.1 Term. Service is offered on a 36-month basis for the number of Phone Extension Plans indicated in your Service Activation Form. The term begins on the date that Envoi Networks activates your Service and continues to the day before the anniversary date of your Term. If Customer adds more than three (3) new Extensions (Telephone lines) to their existing account and receives the Free Rental Phone Equipment offer from Envoi Networks, the Term of this agreement changes and begins on the date that Envoi Networks activates the last additional Telephone line Service over the aforementioned three (3) Telephone lines and the new Term will continue to the day before the anniversary date of Customer's new 36-month Term. Subsequent terms of this Agreement automatically renew on an annual basis unless you give us written notice of non-renewal at least forty-five (45) days before the end of the term in which the notice is given. You are purchasing the Service for full terms, meaning that if you attempt to terminate Service prior to the end of a term, you will be responsible for the full term's charges to the end of the then-current term, including, without limitation, to unbilled charges, plus a termination fee if applicable, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement and all rented equipment must be returned, otherwise Customer will be responsible to pay Envoi Networks the full retail price of each phone as determined in the Envoi Networks' Service Activation Form.

2.2 Use of Envoi Networks provided Service and/or Devices. You shall not resell or transfer the Service or the Devices (including phone handsets) to another party without our prior written consent. If Customer is renting any equipment, it remains the property of Envoi Networks, Inc and must be returned with normal wear and tear at the end of the Term. You accept all risks of loss, injury or damage caused by the equipment and shall indemnify us from all suits and other liabilities arising from the same. This indemnity will

continue even after the rental period has ended. You must maintain acceptable public liability insurance naming us as "additional insured". You must keep the equipment insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the required insurance within 30 days after the Lease commences, then depending on the original equipment cost we may either (i) obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee) or (ii) charge you a monthly non-compliance fee up to \$50 (which provides no insurance benefit). You can cancel the insurance coverage fee or non-compliance fee at any time by delivering the required proof of insurance.

You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

2.3 Use of Service only. For Service only customers, you are responsible for supplying, operating and supporting the Customer Premise Equipment for use with the Service. In addition, any customer supplied equipment must be pre-approved by Envoi Networks in writing. You shall not resell or transfer the Service to another party without our prior written consent. You are prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service for any of the aforementioned or similar activities.

2.4 Excessive Use Policy. Excessive Use of Envoi Networks Unlimited Plans are prohibited. All Envoi Networks Unlimited plans are subject to Reasonable Use Limits and the following terms and conditions apply: Unlimited Plans are for normal residential or business use and not for call centers or other high volume phone usage organization unless previously approved and agreed to by Envoi Networks. Unlimited Plans cannot, under any circumstances, be used for call-in lines, call centers, trunking (to a PBX or otherwise), continuous or extensive call forwarding, autodialing, phone/fax blasting, telemarketing (including without limitation charitable or political solicitation and/or polling), phone/fax spamming, robo-calling, bulk dialing or other such practices. Envoi Networks reserves the right to review and monitor the usage of Unlimited Phone and Fax plans. If, at its sole discretion, Envoi Networks determines Excessive Use, except where prohibited by law, you hereby acknowledge and agree that Envoi Networks may automatically modify or take any other reasonable action regarding your Service to prevent continued violation of this Excessive Use Policy, and may take actions, including but not limited to, charging you on a per minute basis at Envoi Networks' per minute rates for any Excess Use minutes and automatically convert your Unlimited Plan to a Metered plan. You hereby agree to pay Envoi Networks and hereby authorize Envoi Networks to charge your account and credit card for any fees and charges related to any Excessive Use or Plan Modification. Envoi Networks does not allow calls to Access Simulation/Traffic Pumping numbers. This can include but is not limited to chat lines, adult entertainment calls, or "free" conference calls. These types of calls inflate or stimulate the number of calls into the local carrier's service area, and the local carrier then shares a portion of its increased access revenues with the "free" service provider, or provides some other benefit to that company. If such calls are made, Envoi Networks has the right to apply a per/minute charge to your account and you hereby authorize Envoi Networks to charge your account and credit card for such charges.

2.5 Prohibited Uses.

(a) Unlawful. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

payable upon termination of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Envoi Networks will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(b) Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Envoi Networks will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

2.6 Use of Service and Device by Customers within certain areas calling areas inside and outside of the United States and Canada. Although we encourage you to use of the Service to place calls to foreign countries from within the United States and Canada, we do not presently offer or support the Service in any countries other than the United States and Canada. Moreover, Envoi Networks' Unlimited Minute Plan does not include free calling to certain areas of the United States, Canada and the North American Dialing Plan that have higher than usual per minute rates and Customer can be accordingly charged if such areas are dialed. These areas can include, but are not limited to, Alaska, Hawaii, Puerto Rico, and Canadian Northern Territories. If use of Envoi Networks Service or Device is outside of the United States or Canada, Customer will be solely responsible for any violations of local laws and regulations resulting from such use and Envoi Networks will be held harmless. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device outside of the United States or Canada in an illegal manner.

2.7 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.

(a) Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Device; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a non-transferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all

liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

2.8 Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such termination, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

2.9 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service (including International Dialing) is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.10 Return of Device (Does Not Apply to Customers who have purchased and use their own Devices or have purchased and fully paid for devices from Envoi Networks)

(a) Retail Customers. A Retail Customer may only return the Device to the retail store, dealer or other provider from which the Retail Customer purchased the Device. All returns will be subject to the return policy of such retail store, dealer or other provider. We will not accept any Device returned to us from a Retail Customer without prior approval. If approved and agreed to the following requirements must be met:

- * the Device is in original condition, reasonable wear and tear excluded;
- * the original proof of purchase are returned with the Device, together with the original packaging, all parts, accessories, and documentation;
- * prior to returning the Device to us, you obtain a valid return authorization Number from our customer care department, which can be reached at support@envoi.com or by calling Envoi Networks at 571-620-2500 and, Customer will pay all related shipping costs.

If Customer receives cartons or Devices that are visibly damaged, Customer must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, Customer 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 Envoi Networks customer care department immediately at support@envoi.com or by calling 571-620-2500 option 2.

2.11 Number Transfer on Service Termination. Upon the termination of your Service, we will, in our sole and absolute discretion, release to your new service provider the telephone number that you have ported (transferred or moved over) to Envoi Networks from your previous service provider or Envoi Networks had assigned to you in connection with your Service, provided that:

- * such new service provider is able to accept such number;
- * Customer account has been properly terminated;
- * Customer account is completely current, including payment for all charges and applicable termination fees; and
- * Customer requests the transfer upon terminating your account.

2.12 Service Distinctions. The Service is not a telecommunications service and Envoi Networks provides it on a best effort basis. Important distinctions exist between telecommunications service and the Service offering that is provided. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect Customer's rights of redress before regulatory agencies.

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

2.13 Ownership and Risk of Loss. Customer will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

2.14 No 0+ or Operator Assisted Calling and May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.15 Directory Listing. The phone numbers obtained from Envoi Networks will not be automatically listed in any telephone directories. Phone numbers transferred from local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address. If listing is required, Envoi Networks is able to provide this service for a fee. For this service, please contact customer support department at support@envoi.com or by calling us at 571-620-2500.

2.16 Incompatibility With Other Services.

(a) Security Systems. The Service may not be compatible with security systems, fax stamp machines or other modem devices. You may be required to maintain a telephone connection through your local exchange carrier in

order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service. Envoi Networks does provide an IP fax service. Please contact customer support department at support@envoi.com or by calling 571-620-2500 to inquire about this service.

(b) Certain Broadband and Cable Modem Services. You acknowledge that the Service presently may not be compatible with some broadband services. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. Envoi Networks does not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

3. CHARGES; PAYMENTS; TAXES; TERMINATION

3.1 Billing. When the service is activated, Customer must provide a valid email address and a credit or debit card number from a card issuer that is accepted by Envoi Networks. We reserve the right to stop accepting credit or debit cards from one or more issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is cancelled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your credit or debit card, including but not limited to:

- * activation fees;
- * monthly service fees;
- * international usage charges;
- * advanced feature charges;
- * equipment purchases;
- * termination fees; and
- * shipping and handling charges.

Notification of monthly invoices will be sent to you via your email address on file with us. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$250. 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 our website. You are responsible for all international calls made from your account. We advise that you keep the international calling turned off in your PBX if you feel there may be a possibility of abuse.

3.2 Billing Disputes. You must notify us in writing within thirty (30) days after receiving your credit or debit card statement if you dispute any Envoi Networks charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Envoi Networks
Billing Department
PO Box 858
Ashburn, VA 20146
-or-
by email to: billing@envoi.com

3.3 Payment and Collection.

(a) Payment. We only accept payment by credit or debit card, unless other payment terms have been explicitly agreed to in writing by Envoi Networks. Your subscription to the Service authorizes us to charge your credit or debit card. This authorization will remain valid until 30 days after we receive written notice from you terminating our authority to charge your credit or debit card, whereupon we will charge your credit or debit card for the termination fee, if applicable, and any other outstanding charges and terminate you Service. We may terminate your Service at any time in our sole and absolute discretion if any charge to your credit or debit card is declined or reversed, your credit or debit card expires and you have not provided us with a valid replacement credit or debit card or in case of any other non-payment of account charges.

(b) Collection. If your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

3.4 Termination; Discontinuance of Service. Envoi Networks reserves the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion, if we determine that the service is being used improperly (See section 2.5 Prohibited Uses) or if we determine that we cannot provide Service to you for reasons beyond our control. If we discontinue the Service generally, or terminate your Service 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 month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

3.5 Taxes. You are responsible for all 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 Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date of receipt of such certificate. In most cases Federal Universal Service Fund (USF) fees apply to all customers including not-for-profit entities. Customers that verify their contributor status through the Universal Service Administrative Company (USAC) to Envoi Networks with supporting documentation will not be charged USF fees.

3.6 Termination Fee. You may be charged a termination fee of \$9.99 per phone number or device, and the FULL RETAIL PRICE for each Envoi Networks provided Device if your Service is terminated for any reason during the Term following the activation of your Service.

3.7 Payphone Charges. If you use our "Toll Free" feature or any toll-free feature that we offer in the future, we will be entitled to recover from you any charges imposed on us either directly or indirectly in connection with toll free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as we deem appropriate for the recovery of these costs.

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

3.8 Charges for Directory Calls i.e., xxx-555-1212 or 411. We will charge you \$1.50 for each call made to Envoi Networks directory assistance.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

4.1 Limitation of Liability. We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- * an act or omission of an underlying carrier, service provider, vendor or other third party;
- * equipment, network or facility failure;
- * equipment, network or facility upgrade or modification;
- * force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- * equipment, network or facility shortage;
- * equipment or facility relocation;
- * service, equipment, network or facility failure caused by the loss of power to you;
- * outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- * any act or omission by you or any person using the Service or Device provided to you; or
- * any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

4.2 Disclaimer of Liability for Damages. IN NO EVENT WILL ENVOI NETWORKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. 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 WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

4.3 Indemnification and Survival.

(a) Indemnification. You shall defend, indemnify, and hold harmless Envoi Networks, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party or user of the Service, relating to the illegal or improper use of Services.

(b) Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

4.4 No Warranties on Service. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY

WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER ENVOI NETWORKS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF ENVOI NETWORKS' OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY ENVOI NETWORKS OR ENVOI NETWORKS' AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

4.5 Device Warranties.

(a) Limited Warranty. Except as set forth herein, if you received the Device new from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(b) No Warranty. If your Device did not include a limited warranty from us at the time of receipt, you are accepting the Device "as is". You are not entitled to replacement, repair or refund in the event of any defect.

(c) Disclaimer. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS CUSTOMERS.

4.6 No Third-Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

4.7 Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that you and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

4.8 Recording Conversations. Envoi Networks provides a function that allows a user or Subscriber to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by state to state. Subscriber is solely responsible for applying the local laws in the relevant jurisdiction when using this feature and will hold Envoi Networks harmless.

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

5. MISCELLANEOUS

5.1 Governing Law. This agreement is entered into at, the Commonwealth of Virginia, USA. Customer agrees that the laws of the Commonwealth of Virginia, USA shall exclusively govern this agreement, and that the Circuit or General District Court of Fairfax County, Virginia, USA shall be the exclusive venue for resolution of any dispute arising out of or relating to this agreement and customer consents to such exclusive jurisdiction and waives all objections to such jurisdiction and venue.

5.2 No Waiver of Rights. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

5.3 Entire Agreement. This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and Envoi Networks and govern the use of the Service by you, members of your business, employees and guests. This Agreement supersedes any prior agreements between you and Envoi Networks and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5.4 Severability. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.5 Purchaser's Agreement: In consideration of Envoi Networks providing services and/or equipment, and extending credit to our business/company/corporation/organization, I and/or we, being officers and/or stockholders and/or authorized agents or buyers of the aforementioned business, do here personally guarantee to Envoi Networks payment in full for all money and debts due you from the business/company/corporation/organization I and/or we represent in this purchase, whether as the initial purchase specifically or with any subsequent orders respectively. This agreement is for service offered to a business/organization and the undersigned is acting as a merchant, and not as a consumer, and this service is not intended for the purchaser's own personal household use, but rather for commercial purposes.

5.6 Collection: Buyer/purchaser hereby agrees to pay any and all costs and expenses incurred by Envoi Networks, in the collection of a delinquent account(s) including any and all reasonable court and attorney's fees, (a) Envoi Networks maintains title to equipment ordered, shipped and received by any buyer, with full right to repossess, until full payment is made for said merchandise, (b) Envoi Networks, (at their discretion) reserves the exclusive right of repossession to be exercised at any time until the full price of the equipment sold and shipped is paid in full, (c) NOTE, this clause is NOT to be misconstrued that a condition of "Shipped on Consignment" or "Sold on Consignment" exists, (d) Repossession of equipment sold/shipped is merely a protection Envoi Networks, insists on affording its interests against absconding, dispute, deceit, fraud, or irreconcilable situations that could cause loss to Envoi Networks (e) Further, Envoi Networks maintains that all risk of loss and damage to the equipment is upon the buyer immediately upon and after delivery.

6. FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on www.envoi.com under the support/document center tab. We will make best efforts to notify Customers in advance via email regarding changes to the terms and conditions of this Agreement. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement when posted, supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Cus-

tomers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

7. PRIVACY

Envoi Networks Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Envoi Networks is not liable for any lack of privacy which may be experienced with regard to the Service.

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP" or "Policy") describes actions by Users that are prohibited by Envoi Networks, Inc. ("ENVOI") and its affiliates and subsidiaries ("Envoi Networks, Inc."). "Users" means any user or Customer of any and all Envoi Networks, Inc. provided services ("Service" and/or "Services") that are provided by Envoi Networks, Inc. pursuant to any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreement(s) (which Users must accept as a condition to receiving any Services from Envoi Networks, Inc.). USE OF YOUR ACCOUNT shall constitute your approval of Envoi Networks, Inc. Acceptable Use Policy. ENVOI is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use ENVOI's network and the Internet without interference or harassment from other users. This AUP applies to ENVOI services that are provided over the Internet or wireless data networks (collectively "IP Services").

By using IP Service(s), as defined below, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. ENVOI reserves the right to change or modify the terms of the AUP at any time, effective when posted on ENVOI's web site at www.envoi.com. Customer's use of the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms. Envoi Networks, Inc. encourages Users to review this Policy regularly.

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

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

If the completion percentage of Customer's attempted calls is in excess of 50% (the "Non-Completed Call Percentage Threshold") for any given week on any given trunk group, Envoi may, in its sole discretion: (a) upon 30

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

calendar days email notice, disconnect any and all circuits providing the applicable Service; or (b) charge a surcharge equal to \$20 per DS-O for all circuits providing such Service.

All domestic calls will be rated in six (6) second increments with a six (6) second per call minimum and rounded to the third decimal place for each call charge. All international and calling card calls will be rated in six (6) second increments with a thirty (30) second per call minimum and rounded to the third decimal place for each call charge except Mexico, which will be rated in sixty (60) second increments.

For purposes of this section and the subparagraphs thereunder, the following terms and definitions shall apply. "Time Point" or "TP" shall be the measurement method for call duration. TP-1 is the "request for service event"; TP-6 is the "answer detected event"; TP-7 is the "call disconnect event". Call duration shall be measured as follows: For Carrier Toll-Free Transport (TDM) and CIC products (TDM and VOIP), call duration is measured Disconnect time (Time Point 7 minus Start time (Time Point 1)); or for all other circuit switched and NOS products (TDM), call duration is conversation time and is measured Disconnect time (Time Point 7) minus Service Established time (Time Point 6); or (c) for VoIP Services, call duration is conversation time and is measured as Disconnect Time (BYE message) minus Service Established time.

The following minimum utilization requirement ("Utilization Commitment") shall apply to end user dedicated 1+ outbound service and end user Dedicated 8xx Inbound Service:

No Envoi port ("Port") to which any dedicated access loop ("DAL") is connected may have zero traffic utilization for thirty (30) consecutive days following the first three (3) calendar months after connection of the Port to the DAL.

If the Customer violates the foregoing Utilization Commitment, Envoi may, in its sole discretion and upon thirty (30) calendar days e-mail notice, disconnect the DAL from the Port. This will not excuse Customer from paying the monthly charge for such Loop or release Customer from any monthly usage commitment set forth in any applicable Service Order.

Subject to Envoi's Underutilization Policy, if in any applicable monthly or annual period, Customer's total utilization is less than the Utilization Commitment, Customer shall pay Envoi an underutilization charge ("Underutilization Charge") equal to the difference between the Utilization Commitment and Customer's total utilization of the applicable Services for such monthly or annual period. Such payment shall be in addition to any current usage or recurring monthly charges and shall be paid within thirty (30) days of Customer's receipt of an invoice containing such Underutilization Charge(s). Customer hereby agrees that the Utilization Commitment and Underutilization Charge(s) are reasonable.

Customer is solely responsible for fraudulent calls or data transmitted utilizing the Services. Customer is solely responsible for selection, implementation and maintenance of security features for protection against unauthorized calling, and Envoi shall have no liability therefor. Customer is solely responsible for payment of all long distance, toll and other telecommunications charges incurred through use of the Services being provided hereunder regardless of whether such use was intended or authorized by Customer. Customer shall defend, indemnify and hold harmless Envoi from and against all costs, expenses, claims or actions arising from fraudulent calls of any nature carried by means of the Services. Customer shall not be excused from paying Envoi for Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion

of the Services. In the event Envoi discovers fraudulent calls being made, nothing contained herein shall prohibit Envoi from taking immediate action, without notice to Customer, that is reasonably necessary to prevent such calls from taking place. Notwithstanding the foregoing, it is understood that Envoi is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent calls processed by Envoi and billed to Customer's account.

1. Services may be used only for lawful, proper and appropriate purposes.
2. Users must use any Services only in a manner that, in Envoi Networks, Inc.'s sole discretion, is consistent with the purposes of such Services. Users will not engage in any legal or illegal activity that either (i) harms Envoi Networks, Inc., the network operated by Envoi Networks, Inc., the Services and/or any User, or (ii) interferes with the network operated by Envoi Networks, Inc. and/or the provision or use of the Services by Envoi Networks, Inc. or any User.

3. Prohibited Activities

General Prohibitions: ENVOI prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of ENVOI's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from ENVOI-branded website or from a website that contains ENVOI-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of ENVOI or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize ENVOI provided web hosting, ENVOI reserves the right to decline to provide such services if the content is determined by ENVOI to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: ENVOI complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Child Pornography: IP Services shall not be used to publish, submit/receive,

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. ENVOI will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of ENVOI network or of the networks with which ENVOI interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;

- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise
- making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of ENVOI's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to ENVOI's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. ENVOI has no responsibility for any material created on ENVOI's network or accessible using IP Services, including content provided on third-party websites linked to ENVOI network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by ENVOI of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in ENVOI taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, ENVOI may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation. Envoi Networks, Inc. reserves the right, at its sole discretion, to determine if a Service is being used for any of the foregoing purposes or activities.

ENVOI reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or when ENVOI reasonably determines, that the conduct may: (1) expose ENVOI to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of ENVOI's network or networks with which ENVOI is interconnected, (3) interfere with another ENVOI Customer's use of IP Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to ENVOI or ENVOI Customers.

4. Violation of this Policy may result in civil or criminal liability, and Envoi Networks, Inc. in its sole discretion, in addition to any remedy that it may have at law or in equity, may immediately terminate permission for the User to use the Services, or any portion of the Services, and may charge User any applicable rates and cancellation or termination fees. In addition, Envoi Networks, Inc. may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to Envoi Networks, Inc. stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. Envoi Networks, Inc. may bring legal action to enjoin violations and/or collect damages caused by any violation of any part of this Policy.

5. Any violations or attempted violations of this Policy by any User (or any third party on behalf of any User) will constitute a violation of this Policy by the User and a material breach of any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreement(s).

6. Envoi Networks, Inc.'s failure to enforce this policy in every instance in which it might have application does not amount to a waiver of Envoi Networks, Inc.'s rights.

7. IN NO EVENT WILL ENVOI NETWORKS, INC. BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS POLICY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF ENVOI NETWORKS, INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF ENVOI NETWORKS, INC. IS IN ADDITION TO ANY LIMITATIONS SET

FORTH IN ANY WRITTEN AGREEMENT BETWEEN ENVOI NETWORKS, INC. AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.

8. Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an ENVOI Customer (or its user) should be directed by email to support@envoi.com. Where possible, include details that would assist ENVOI in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

9. Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the IP Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA"). Such notification shall be directed to the designated agent listed below and will be processed according to the DMCA and at ENVOI's sole discretion:

ENVOI's Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be provided by an email to support@envoi.com.

CUSTOMER AGREEMENTS

1. Nothing in this Policy will limit or be deemed a waiver of any rights or protections of Envoi Networks, Inc. pursuant to any written agreement between Envoi Networks, Inc. and any applicable User. This Policy will be read in connection with any such written agreement and not in conflict with any such agreement. This Policy, in connection with any such agreement, supersedes any other oral or written representations or agreements made by Envoi Networks, Inc. and/or its representatives regarding the Services.

2. Subject to any arbitration, forum or choice of law provisions of any written agreement between Envoi Networks, Inc. and any applicable User, (i) this Policy will be governed by, construed under and enforced in accordance with the laws of the Commonwealth of Virginia without reference to its choice of law principles or the United Nations Convention on the International Sale of Goods; and (ii) in the event any party brings a civil action or initiates judicial proceedings of any kind related to this Policy (except for actions to enter or collect on judgments), Users consent to the exclusive personal jurisdiction and venue of the federal and state courts located in Fairfax, Virginia.

3. If any provision of this Policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Policy will not be affected thereby.

By signing below, I certify that I am a duly authorized signatory for my company/organization and have read and agree to the terms set forth in the above nine (9) pages of this MSA, TOS and AUP documents. I also agree to and approve the one-time Non-Recurring charges (NRC's) and the regular Monthly Recurring Charges (MRC's) and I allow Envoi Networks to proceed with this order and by providing a credit card, I authorize Envoi Networks to charge the appropriate amounts for the one-time NRC's and the on-going MRC's on a regular basis.

Envoi Networks, Inc. Master Service Agreement (MSA), Terms of Service (TOS) & Acceptable Use Policy (AUP)

AGREED TO

BY (ORGANIZATION): _____

ADDRESS: _____

PRINTED NAME & TITLE: _____

SIGNATURE: _____

DATE: _____

BY: Envoi Networks, Inc.

ADDRESS: PO Box 858, Ashburn, VA 20146

PRINTED NAME & TITLE: _____

SIGNATURE: _____

DATE: _____