

Terms and Conditions of use of U.S. MetroTel VoIP Services/Devices

This agreement ("Agreement") is between U.S. MetroTel, LLC d/b/a S7 Digital Communications. ("we," "us" or "U.S. MetroTel") and the user ("you," "user" or "Customer") of U.S. MetroTel's enhanced Residential communications services or enhanced Small Business communications services and any related products or services ("Service") that use the Internet. This Agreement governs both the Service and any devices, such as an IP phone, IP PBX, Multimedia Terminal Adapter, Analog FXO or FXS Telephone Adapter (ATA), IP QOS Router, Analog FAX Adapter, or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

1.0 SERVICE

(A) Description of Service. The service is NOT a traditional regulated telephone service and is not of the same quality or reliability as regulated circuit based telephone service, nor does U.S. MetroTel make any representations comparing the Service to regulated telephone service. The service is an enhanced software driven digital protocol that gives the customer the ability to send and receive voice messages by means of your voice being translated into packets of digital information that are sent over the Internet to U.S. MetroTel's facilities, which reads the packets and routes them to the called telephone number. Likewise, when a person dials your number, the call is routed to U.S. MetroTel's facilities and sent to your "Device" (hardware sold or leased separately), which causes your phone (if attached to any standard telephone handset) to ring, or your computer (if equipped to play sound) to notify you of the incoming call. The service will NOT work without the customer having working Internet access with a high speed connection (*also known as a Broadband connection*). The service will NOT work over a dial up connection. The higher speed the connection the better the overall quality of service (QOS) will generally be. The connection can be via standard telephone lines such as xDSL or T-1 (DS1), or DS3, or cable modem, regardless of the provider of either type of service. U.S. MetroTel provides very reasonable priced DS1 and DS3 service in Michigan, but does NOT provide DSL or cable modem service. Since the message packets travel over the Internet, the security of your voice communications are no more safe than any other transmission you send or receive using your public Internet connection.

(B) The FCC has declared that it has jurisdiction over VoIP telephone calls that are made back and forth between the Internet and the Public Switched Telephone Network (PSTN). It has been subjecting VoIP to many of the same requirements as traditional telephone service, such as currently 911 and enhanced E911 and contributions to the Federal Universal Service Fund (FUSF) and requirements to cooperate with the "Communications Assistance for Law Enforcement Act" (CALEA) requests by law enforcement. FUSF fee is a percentage (*changes periodically*) of broadband internet access charges and interstate and international voice telephone like calls. FUSF fees are paid into a fund that reimburses libraries, schools, and for rural Internet and telephone access. The FCC prohibits calling this fee a tax (*The FCC does not have taxing authority*) and allows U.S. MetroTel to charge its customers for same, but is not obligated to do so. U.S. MetroTel is obligate to comply with FCC rules and regulations and will do so as same change and reserves the right to so comply without prior notice to the customer. As a licensed public utility (CLEC) U.S.

MetroTel is required to comply with the rules and regulations of state public utility or service commissions and reserves the right to so comply with any such rule and regulations without prior notice to the customer. Such taxes are generally imposed directly upon the taxpayer, with U.S. MetroTel being appointed the taxing authorities billing and remitting agent, which means in plain language that the tax is due from the customer to the taxing authority in all cases. U.S. MetroTel will charge a 911 or enhanced E911 reimbursement charge (different for every county or authority) , a FUSF (Federal Universal Service Fund) charge on broadband Internet access services and interstate and international voice and data calls and customer agrees to pay for same.

(C) By signing U.S. MetroTel's application for service, the customer makes the material representation upon which U.S. MetroTel relies that he/she has high speed Internet access with at least the capability of 92kbs download and upload bandwidth available for each line and has a router with SIP (Session Initiation Protocol) Quality of Service (QoS) built in for use with U.S. MetroTel's VoIP service and is knowledgeable about all of the failures and frailties of the Internet including various reasons for its slowing down, and under performance, such as, hacking, worms, malware, viruses, spamming, unusual events such as Packet Loss, excessive router hops, jitter, causing spikes in usage and the like, all of which may negatively affect its backbone speed, and the quality of service from its own Internet service provider, such as inadequate facilities, negligence or incompetence in maintaining its network and equipment or lack of dual homing or inadequate sizing of its connections to its upstream provider(s), and the Service is subject to the same quality of service issues as are any other transmission you send or receive using a public Internet connection.

(D) T-1 (DS-1) or DS3 service. When U.S. MetroTel provides a T-1 (DS-1) or DS3 circuit to provide services pursuant to a business term contract, the customer understands that U.S. MetroTel leases the physical copper line at wholesale rates from the Incumbent Local Exchange Carrier (ILEC) and that the ILEC is solely responsible for the quality of such circuit. U.S. MetroTel monitors the customer premises device and will know when communication between same and its equipment fails. U.S. MetroTel will file trouble tickets with the ILEC when it suspects that the ILEC's circuit fails and will notify customer of relevant communications from the ILEC about what caused the failure and when service is expected to be restored.

(E) POTENTIAL for price increase in term service agreements. In such cases where U.S. MetroTel provides the contracted services by use of ILEC's facilities the customer understands that U.S. MetroTel has used the rates for ILEC's wholesale offerings in effect at the time the customer signed the U.S. MetroTel service agreement. These rates are controlled at present by either the FCC or the MPSC, or both. The ILEC seeks by all means possible to rid itself of such regulation and to win authority to increase these rates or to free itself entirely from such regulation. In the event that the ILEC is successful in lawfully increasing its rates for T-1 (DS-1) or DS3 service to the customer premises in excess of fifty (\$50 for DS1) dollars per month, the customer agrees that U.S. MetroTel may pass the increase in rates on to the customer beginning in the calendar month next following ILEC's increase. The customer understands that the functionality of the T-1 (DS-1) may be duplicated by a high speed cable internet connection of the same speed that is provided by the T-1 (DS-1) which could be used as a substitute for the T-1 (DS-1) and should U.S. MetroTel elect to make such pass through charge the customer shall have the right to try such cable internet service to see whether the quality of same is acceptable. Customer understands that they would have to make the arrangements for its chosen cable provider to install same, at customer expense. Customer understands that the T-1 (DS-1) service can remain active up to the moment of change over and testing, and can remain active as long as the customer needs to feel comfortable with the cable service, at which time, the customer can request that U.S. MetroTel terminate the T-1 (DS-1) service. The customer agrees to make all payments required of the cable company or provider until the T-1 (DS-1) service is terminated. On the date that the T-1 (DS-1) service is terminated, U.S. MetroTel will take over the payment of the customers cable internet service (only – not cable TV or other attached or bundled services) or credit the customer's monthly invoice the amount of the cable internet service.

1.1 Term

A. Residential Service. is offered on a month-to-month basis only. Residential Service is billed one month in advance and the first month is pro-rated to the billing cycle date for your billing cycle. The billing date will be the 1st business day of every month. Example: U.S. MetroTel receives your application on the 10th of the month, builds your customer records and places you in the billing cycle that ends on the last day of each month, and activates service on the 11th. Example: Assume your residential service fee is \$29.95 (this example assumes one residential number and that you did not add on any other services) is pro- rated for the 19 days between the 11th and the 30th. Your first invoice will include the pro-rated amount and \$29.95 for the first full month service. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give U.S. MetroTel written notice of non-renewal at least ten [10] working days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, plus a disconnect fee of \$35, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

B. Business Service. All Business plans are sold on term contracts, in one year increments from one year (12 months) to five years (60 months), unless a specific ICB contract states therein a different term. All term contracts are required to be signed by a person authorized and with the legal capacity to bind the customer, and the customer make's and confirms this representation to U.S. MetroTel by signing such term contract.

C. NOTICE of LIQUIDATED DAMAGES for customer breach of business term agreement: When U.S. MetroTel provides its Voice Over Internet Protocol (VoIP) Service as a part of the term service agreement, U.S. MetroTel makes an investment in same and in certain central office, local and remote datacenter equipment, and national and international optical fiber transport interconnections necessary for the service to properly function and be delivered to the customer. Therefore, should the customer breach the agreement in any manner, U.S. MetroTel shall have the option to declare that all unpaid monthly payments called for in such agreement following the date of breach may be accelerated and declared immediately due and payable, as liquidated damages, and that all U.S. MetroTel's obligations under such agreement shall be terminated, null and void.

1.2 The "Device":

A. Residential or limited number of lines for business service. The "Device" is hardware or firmware in a so called "black box" that has to be connected in between your Internet access device and your standard land line telephone handset, analog or digital PBX, or computer (if equipped with a voice card and speakers and works for you to hear sound). This "Device" is sold separately, and must be pre-programmed to send your voice messages to U.S. MetroTel's facilities. This "Device" may be purchased by the customer from his/her vendor of choice, or purchased from U.S. MetroTel. Due to constantly changing and evolving technology U.S. MetroTel's supported products, software, hardware, firmware, and/or compatible equipment will vary from time to time. Therefore the customer understands and agrees that it shall be incumbent on the customer to confirm with U.S. MetroTel precisely which specific hardware, software, firmware or equipment may be required and/or supported by U.S. MetroTel at the time of purchase at any time the customer modifies or makes changes their internal network infrastructure hardware, software, cabling, or wireless systems. From time to time U.S. MetroTel will publish a current list of supported

hardware, software, firmware, and/or other related equipment tested and determined to work with its various offered telecommunication services.

B. Businesses not served with U.S. MetroTel approved devices.

(1) If the customer has an existing router with sufficient capacities and capabilities, it could use the same and the lines used for telephone voice communications. If not, the customer can purchase same from its own sources. The customer can also purchase certain IP phone capability equipment that is generally available from various manufactures, however, U.S. MetroTel is NOT responsible in any way for the functionality of any such third party equipment and makes NO representations of any kind as to whether same is or will be compatible with U.S. MetroTel's service, meaning that any service sold for use with same is on a strictly "trial and error" basis; meaning if it works fine, but if it does not or fails in use, all responsibility for such customer owned equipment is solely that of the customer and NOT U.S. MetroTel, LLC or its affiliates.

(2) U.S. MetroTel's Digital VoIP communication equipment.

U.S. MetroTel makes and/or provides VoIP hardware equipment with firmware and/or software for use at the customer premises that is designed to work with U.S. MetroTel's services. This is also a "device" within the meaning of these terms and conditions which shall apply thereto, unless a statement in this paragraph is in conflict with same, in which case this paragraph controls. U.S. MetroTel owns this equipment which it refers to as "U.S. MetroTel Digital Communications Equipment" or sometime referred to as its "voice gateway", "media gateway, or "voice/data gateway" or Voip Router or QOS Router or Digital PBX. U.S. MetroTel does not sell this equipment. The equipment is leased to the customer and comes with and is a part of the service when the service is sold pursuant to a term contract that identifies that U.S. MetroTel will install same to make the service and features identified in the service contract functional. When provided pursuant to the requirements of such term contract, U.S. MetroTel will maintain its digital equipment during the term thereof. The customer agrees to provide a safe isolated location inside of its premises in a mutually acceptable space free of charge as a condition precedent to said term contract. The customer also agrees to allow U.S. MetroTel employees or contractors access to its premises for routine maintenance, repair or replacement of the equipment and to remove it when the term contract ends. NOTICE: The customer agrees not to open U.S. MetroTel's equipment or tamper with the equipment or its software in any manner or to copy or attempt to copy such software that resides therein under penalty that should customer violate the sentence immediately preceding this one, the equipment will automatically or remotely shut down, meaning the U.S. MetroTel service will cease, the customers obligation to make monthly payments will accelerate and all remaining payments shall become immediately due and payable, and U.S. MetroTel shall have the option to enter and remove the equipment from customers premises.

1.2.1 F.O.B. AND RISK OF LOSS. Unless otherwise stated on the face hereof, all shipments are F.O.B. U.S. MetroTel's facility. U.S. MetroTel's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to End User upon delivery to carrier. Any losses, damages, or cost of related insurance for equipment shipped to facility shall be added to base expense.

1.2.2 NO warranties as to "Device"

Regardless of from who purchased, U.S. MetroTel makes NO warranties of any kind, and disclaims all implied warranties of fitness for this purpose or any purpose or merchantability. Nor shall U.S. MetroTel be liable for any reason under any theory of tort or contract law or in any court of equity for any damages of any

kind or nature whatsoever for any damages of any kind, real, imagined, feared, future, punitive, consequential, actual or any other kind that any lawyer can assert.

1.2.3 Refund the purchase price of any “Device” purchased from U.S. MetroTel or its authorized Dealer. If, however, the customer purchase such “Devised” from U.S. MetroTel, or its Authorized dealer(s) and it does not work for any reason during the first 30 days after U.S. MetroTel first provides the Service to the customer, the customer may return the “Device” with the original shipping box and all contents to U.S. MetroTel for a full refund of the purchase price.

1.2.4 Tampering with the Device

If you purchased the Device from U.S. MetroTel or its authorized dealer’s, you agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, or to modify, change, or alter the device software or hardware in any manner whatsoever without express written permission from U.S. MetroTel in each instance. U.S. MetroTel reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month’s charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable.

1.2.5 Return of Device

The Device may be returned to U.S. MetroTel within fourteen (14) days of the line termination to receive a credit for the \$35 disconnect fee described below. Provided: (i) Customer retained proof of purchase and original packaging and (ii) contents are undamaged and in original condition and (iii) and all documentation and packaging materials are returned. If Customer receives cartons and/or Devices that are visibly damaged, please note the damage on the carrier’s freight bill or receipt and keep a copy. Keep the original carton, all packing materials and parts intact and contact U.S. MetroTel’s customer care department immediately at 855876-3876. Warranty coverage varies depending on the type of Device that Customer chooses. Please refer to the U.S. MetroTel warranty materials included in the packaging of your Device(s).

1.2.6 Residential Use of Service and Device

If you have subscribed to U.S. MetroTel’s Residential services, the Service and Device are provided to you as a residential user for your own use and not sharing with non-family members or any third parties, upon your representation that both are for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing, auto dialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential voice usage patterns. This also means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from U.S. MetroTel in advance. You agree that your use of the Service and/or Device, or the use of the Service and/or Device provided to you by any other person for any commercial or governmental purpose will obligate you to pay U.S. MetroTel’s higher rates for commercial service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes, and you also agree to pay U.S. MetroTel 3.9 cents per minute (six second increments) of use for all calls made both inside and outside the local calling area of the area code and exchange assigned to you and your Device. U.S. MetroTel reserves the right to examine the customer’s call patterns and immediately terminate or modify the Service, if U.S. MetroTel determines, in its sole discretion, that Customer’s Service is being used for non-residential or commercial use.

1.2.7 Small Business Use of Service and Device - Prohibition on Resale

If you have subscribed to U.S. MetroTel's Small Business services, the Service and Device are provided to you as a small business voice user. You are prohibited from reselling or transferring the service or device(s) to any other person for any purpose, without express written permission from U.S. MetroTel in advance. You agree that the U.S. MetroTel Small Business Plans are for normal small business use, where the ratio of incoming calls to outgoing calls are within 80% of a 1 incoming to 1 outgoing call ratio, and specifically do not confer the right to abuse the service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, and agree to pay U.S. MetroTel 7.0 cents per minute, whole minute increments of use for such abuse of U.S. MetroTel Service. U.S. MetroTel reserves the right to immediately terminate or modify the Service, if U.S. MetroTel determines, in its sole discretion that Customer's Service is being used for any of the aforementioned activities or is more than 80% out of balance.

1.2.8 Installation of U.S. MetroTel service and/or devices at the customer premises.

A. Customer agrees that U.S. MetroTel may charge an installation fee for such installation at each of the customer's physical locations as is pertinent. This fee may be waived in exchange for a long term agreement that is in fact honored or other consideration rendered to U.S. MetroTel. However, in the event that customer reneges on full performance of the consideration bargained for by U.S. MetroTel, customer agrees that U.S. MetroTel shall have the right to back bill customer for the reasonable cost of such installation which shall include among other things all charges made by any contractor or sub-contractor to U.S. MetroTel or its affiliates for any service installation. (an example would be the actual service circuit provider for DSL, cable, or T-1, or wireless broadband service) plus materials used by U.S. MetroTel and the time of its employee's and/or installers billed at the rate of \$95 dollars per hour for any installation, setup, programming, and testing of the Service and equipment in order to make the Customers Service work.

B. Customer agrees that U.S. MetroTel is NOT responsible in any manner for the condition of the customer's inside wiring, data network, IP transport infrastructure, third party equipment or software (collectively hereafter called "*customer's inside stuff*"), and that the customer is solely responsible for same and its compatibility with U.S. MetroTel's service, hardware and software. Customer agrees that U.S. MetroTel's responsibility associated with its agreements and service stops at the demark point of the underlying circuit provider for DSL, cable, T-1, or wireless broadband service. U.S. MetroTel will advise Customer of the compatibility of the customers inside stuff with its services, hardware and software. U.S. MetroTel has no duty to install its services, hardware, or software or to proceed further with the service agreement in the event that the customer's inside stuff is deemed by U.S. MetroTel in its sole and absolute discretion to be incompatible with U.S. MetroTel's products and services, and in said event of incompatibility, U.S. MetroTel may withdraw all of its services, hardware and software and terminate all agreements with customer.

C. U.S. MetroTel may but is not obligated to, in its sole and absolute discretion, for a fee agreed upon between the parties in advance, attempt to undertake such corrective actions as is deemed by U.S. MetroTel to be required to make the customers inside stuff compatible with U.S. MetroTel's services and products. However, customer agrees that there can be no guarantee that such corrective action will work, and agrees that U.S. MetroTel may in its sole and absolute discretion abandon such corrective action at any time that U.S. MetroTel reaches the good faith conclusion that its proposed solution will not work. Customer relies solely upon U.S. MetroTel's self interest in making the attempted action work so that U.S. MetroTel can earn its monthly fees set forth in the relevant service agreement as sufficient incentive for U.S. MetroTel to try to make its attempted solution work.

1.2.9 Normal, Reasonable Business Use

US MetroTel's unlimited business voice or fax plans and features are for normal business use. Normal, reasonable use must be in accordance with this Reasonable Use Policy, our Terms of Service and consistent with the types and levels of usage by typical customers on the same business voice or fax plan. Unauthorized or excessive use beyond that normally experienced by typical business customers may create network congestion that will manifest itself in increased busy signals for themselves and others, and may result in service termination.

1.3 Lawful Use of Service and Device

a) You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in U.S. MetroTel's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. You agree that U.S. MetroTel may in its sole and absolute option, terminate your service immediately and without advance notice if U.S. MetroTel, believes that you have violated the above restrictions, or any governmental agency, commission, department, or subdivision threatens negative action against U.S. MetroTel. If so terminated, you are nevertheless responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You are liable for any and all use of the Service by any person making use of the Service and you and agree to indemnify and hold harmless U.S. MetroTel against any and all liability for any such use that fails to comply with any provision of this document. You further agree that U.S. MetroTel may forward any objectionable material causing such termination, as well as your communications with U.S. MetroTel and your personally identifiable information to the appropriate authorities for investigation and prosecution.

b) **NOTICE: CRITICAL COMPONENTS. U.S. MetroTel's EQUIPMENT AND SERVICES ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS**

WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE PRESIDENT OF U.S. METROTEL. Life support devices or systems are those which are intended to support or sustain life and whose failure to perform can be reasonably expected to result in a significant injury to the user. Critical components are those whose failure to perform can be reasonably expected to cause failure of a life support device or system or affect its safety or effectiveness. U.S. MetroTel's EQUIPMENT AND SERVICES DO NOT SUPPORT 911 OR OTHER EMERGENCY FUNCTIONS AND WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER OR PROPER NETWORK CONNECTION AND FUNCTION.

1.3.1 Prohibited Uses:

Any use of the Services or any other action that causes a disruption in the network integrity, or threatens or compromises the security of U.S. MetroTel, its vendors, or the Services whether directly or indirectly, is strictly prohibited and permits U.S. MetroTel to terminate the Services and the Agreement without prior notice at the sole discretion of U.S. MetroTel. Customer acknowledges that neither U.S. MetroTel nor its vendors and affiliates are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer will NOT use the Services in ways that violate applicable laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements or laws on obtaining third party consent for call recording), infringe the rights of others, or interfere with the users, Agents, services,

or equipment of the network. Customer agrees, represents, and warrants that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or charge for the Services or the Equipment without the advance express written permission of U.S. MetroTel. U.S. MetroTel's Service Plans for Customers that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans") or unlimited faxing are for reasonable business use of Customer only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Customer will not use the Services to send unsolicited commercial e-mail to recipients outside Customer's organization. Customer shall not transmit through the Services any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature. Customers further agree not to transmit any material that encourages conduct that could constitute a criminal offense, violate the intellectual property rights of others, give rise to civil liability or otherwise violate any applicable local, state, national or international statute, regulation, or other law. Any use found to be inconsistent with this restriction will result in termination of the Services. U.S. MetroTel reserves the right to immediately terminate or modify the Services of any Customer using Unlimited PSTN or fax Service Plan if U.S. MetroTel determines, in its sole discretion, that Customer is not using the Unlimited PSTN or fax Services Plan for Customer's reasonable business use.

1.3.2 Use of Service and Device by Customers Outside the United States:

You may have noticed that the Device is portable and will likely work by connecting it to any high speed Internet connection in the world, although U.S. MetroTel does not guarantee same. While we encourage use of the Service within the United States to send and receive voice messages over the Internet from other countries, U.S. MetroTel does not presently offer or support the Service to customers where the "Device" is physically located in other countries. If you remove the Device to a country other than the United States and use the Service from there, you do so at your own risk. U.S. MetroTel has NOT done research and will not do so for other countries. Therefore, the risk that such activity violates local laws in the country where you do so is entirely upon the customer. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you.

1.4 Loss of Service Due to Power Failure

You acknowledge and understand that the Service does not function in the event of power failure. Therefore, an additional backup power supply for the "Device" is recommended. Should there be an interruption in the power supply; the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures will also prevent dialing to emergency service numbers.

1.5 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on U.S. MetroTel's web site(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All web sites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of U.S. MetroTel are and shall remain the exclusive property of U.S. MetroTel and nothing in this Agreement shall grant you the right to or license to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software (without

making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Device, if purchased from U.S. MetroTel or its authorized dealer, is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by U.S. MetroTel, which U.S. MetroTel reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless U.S. MetroTel against any and all liability arising out of your use of such interface device with the Service.

1.6 Theft of Service

You agree to notify U.S. MetroTel immediately, in writing or by calling the U.S. MetroTel customer support line, if the Device used to access U.S. MetroTel Service is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device programmed to access U.S. MetroTel Service, stolen from you and any and all stolen Service or fraudulent use of the Service.

1.7 Number Transfer on Service Termination

U.S. MetroTel or its affiliate or its underlying carrier may, solely at the Company's discretion, release the telephone number that was ported in to U.S. MetroTel by you and used in connection with your Service provisioned by U.S. MetroTel to your new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account has been terminated; and (ii) your U.S. MetroTel account is completely current including payment for all charges and disconnect fees; (iii) you request the transfer in writing upon terminating your account, (iv) you have provided U.S. MetroTel and its underlying carrier a signed and dated copy of your LOA (Letter of Authorization) to the new provider. If these conditions are not met U.S. MetroTel, its affiliate, or its underlying carrier(s) shall not be obliged to release the telephone numbers to the new service provider.

1.8 Service Distinctions

You acknowledge and understand that the Service is NOT a telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by U.S. MetroTel. The Service is subject to different regulatory treatment than traditional phone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies. In fact, at present, this VoIP is NOT regulated by either the FCC or the Michigan Public Service Commission, although there is a proceeding pending before the FCC to determine whether and to what extent it may take jurisdiction and issue rules and regulations.

1.9 A. NOTICE and CONSENT to sound recording of conversations.

In order that U.S. MetroTel may monitor any or all conversations between it and its customers, to improve upon employee performance or enhance customer service, Customer hereby consents to U.S. MetroTel recording any telephonic, internet, or other data voice conversations between them and any of U.S. MetroTel's employees or contractors.

1.9 B. Use of Inappropriate language.

U.S. MetroTel employees have a right to expect that customers will conduct themselves at all times in a civil and business-like manner. U.S. MetroTel employees are hired to provide service and help to the customer and his/her /its needs and not to be someone's whipping post or target of anger. Therefore, Customer agrees when communicating verbally with any and all U.S. MetroTel employees, whether in person or otherwise, not to use any violent, vulgar, indecent, obscene, or offensive language (including the use of swear words

such as the "F" word , N word, shit, damn, ass hole, bitch) or hate speech or to raise their voice to a level in excess of 80 decibels or what an average person would consider to be yelling. Customer agrees that without any prior notice of any kind, any U.S. MetroTel employee may sound record any portion of any conversation that provides evidence of such offensive language, starting in mid-conversation.

1.9 C. Charge for use of inappropriate language.

Customer hereby agrees that U.S. MetroTel may impose a charge of \$35 per incident in the event that the customer or its legal representative uses language that violates section 1.9B above, which is documented by a sound recording. Such sound recording shall be made available to the customer upon request.

2.0 EMERGENCY SERVICES- 911 DIALING

2.1 Non-Availability of Traditional 911 or E911 Dialing Service:

You acknowledge and understand that the U.S. MetroTel Service is NOT like traditional analog or PSTN telephone service. Emergency 911 services are provided by U.S. MetroTel as part of U.S. MetroTel's Internet phone service, related software applications, and the implementation and support services (collectively, hereinafter referred to as the "Services").

Emergency 911 services (including Enhanced 911 or "E911") provided by U.S. MetroTel may differ in certain respects from the emergency calling services provided by a traditional wire line telecommunications provider. These differences may have an adverse impact upon the ability or timeliness of the provision of 911 services to you or others in the event of an emergency. In addition, due to limitations on technology, the location reported by U.S. MetroTel to the public safety dispatcher for your telephone may not include your specific location within a business premise.

Following the procedures set forth in the U.S. MetroTel Knowledgebase, you are responsible for the accurate reporting of the physical location where the Service is to be used (the "Service Address") and for instructing each employee that he/she must provide U.S. MetroTel with the specific location in which they are located within your premises in the event of an emergency. You are required to maintain valid E911 addresses for each of your physical locations where U.S. MetroTel services are deployed. Should an emergency arise, emergency services may be delayed or unable to respond to your needs if your account does not have a valid E911 address on file. In addition, you will be charged \$250.00 per call (rouge 911 call) for any E911 call made from an account/physical location without a valid address on file with U.S. MetroTel.

In the event that any equipment used to provide the Service via the Internet is moved to another location, you are responsible for notifying U.S. MetroTel, updating your account records to reflect the new Service Address where the Service is to be provided, and for instructing each employee that he/she must notify and update

U.S. MetroTel promptly when such employee changes the physical location to which the Service is being provided. Even though you will be able to use the Service without interruption in the event you change the physical location where the Services are to be provided, it may take time to update emergency dispatch information, which could result in the failure to dispatch emergency personnel to the proper location.

Enhanced 911 service has several limitations. Such limitations, including those discussed above, may prevent you from making emergency calls and include but are not limited to any of the following:

- Loss of electrical power
- Loss of Internet connection for any reason
- Defective customer premises equipment
- Network congestion
- Delays from updating your registered Service Address

In some cases, emergency calls may not be routed to the designated emergency response center in your area. Rather, an emergency call may be routed to an alternative emergency dispatch center which may not have access to any or all of your registered Service Address information. Consequently, you should be prepared to provide sufficient information with respect to your physical location to dispatch emergency personnel to you. This method may delay the dispatch of emergency personnel to your location. If the emergency call is disconnected for any reason prior to the time you have provided your physical location, emergency personnel will have no way to contact you or determine your identity or location, and you should immediately redial 911.

You agree to advise any and all employees, invitees, and every other person who may make calls using the Service via the Internet of the limitations described above, and to affix U.S. MetroTel-provided labels on or near all session initiation protocol ("SIP") telephones, analog telephone adapters and telephones attached to an analog telephone adapter having the capability of connecting to the Service, and all computers having softphone software installed, regardless of whether such equipment was purchased from U.S. MetroTel or a third party.

2.2 Service Outage:

You understand and agree that any event that causes a power or Service outage will prevent the ability to send or receive voice messages using the Service. In the event of a power outage, the use of the Service will Not return unless the power is restored, and you may even have to reset or re-configure equipment including the "device" before the Service is usable again. You may have to call U.S. MetroTel toll free customer service at **(1- 855-876-3876)** to restore the Device (from your cell phone or land line that you left functional). Of course service outages of your broadband Internet provider will interrupt your service as well as suspension of your account due to billing issues.

2.3 Limitation of Liability and Indemnification

You acknowledge and understand that the Company's liability is limited for any Service outage and/or inability to call from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless U.S. MetroTel, its officers, directors, employees, affiliates and

agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial or to access emergency service personnel.

3.0 CHANGES TO THIS AGREEMENT

3.1 U.S. MetroTel may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted. Agreement posted supersedes all previously agreed to electronic and written Terms of Service.

3.2 NO authority to change these terms and conditions.

Only the President of U.S. MetroTel shall have the authority to change, add to, delete from, modify, alter or otherwise affect these terms and conditions. Such changes will be made on the web site and notice given under the "Service Announcements" section of the U.S. MetroTel Web Site. No other employee, agent, contractor, or independent contractor has any authority, express or implied, to make any of same. If the customer perceives that any non-authorized person has made a verbal or written statement that conflicts with these terms and conditions, the customer agrees as an inducement to U.S. MetroTel providing service, not to rely on same, but rather to ignore same as being inconsistent with these terms and conditions and therefore of no force and effect.

4.0 CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

4.1 Billing

Unless stated otherwise in the agreement you must give us a valid credit card number when the Service is activated. You hereby authorize U.S. MetroTel to bill all of its charges to the credit card given. If the card expires, you close your account or your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise U.S. MetroTel at once. We will bill all charges monthly to your credit card, including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases and shipping and handling charges. If the card rejects our billing, U.S. MetroTel may bill the card in small amounts, as frequently as U.S. MetroTel desires, adding up to the amount owed.

4.2 Billing Disputes

You must notify U.S. MetroTel in writing within 14 days after receiving your billing invoice or credit card statement if you dispute any U.S. MetroTel charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address:

Accounts Receivable
U.S. MetroTel, LLC
6470 Grand Haven Road
Norton Shores, MI 49456

Or email billing@855USMetro.com or 616-844-0245
1-855-USMETRO or 1-855-876-3876

4.3 Payment terms.

A. All services for residential and small business are due from credit or debit card upon date of invoice, and are billed one month in advance.

B. All services defined in a term agreement are due net 15 days, unless stated otherwise in the agreement, and are billed one month in advance, except for surcharges for usage over the included amounts in the monthly fee. Such surcharges shall be invoiced at random and shall be due and payable net 15 days from date of invoice.

C. Late Fees – Late Fees are applied on the late, unpaid balance owed once the day after the due date of each invoice. Late fee calculations are as follows: “Past due balances will be subject to a late charge of \$7.50 and 1.5%”.

D. U.S. MetroTel only accepts payments by credit card, pay by phone, electronic funds transfer, or if the card has reached its credit limit, via certified bank check, wire transfer, or payment in cash at our home office located at 6470 Grand Haven Road, Norton Shores, Michigan. **DO NOT** send cash through the mail. U.S. MetroTel will NOT accept cash sent through the mail or via overnight delivery. Your initial use of the Service authorizes U.S. MetroTel to charge the credit card account number on file with U.S. MetroTel, including any changed information given U.S. MetroTel if the card expires or is replaced, for U.S. MetroTel charges that accrue during the billing cycle. This authorization will remain valid until 30 days after U.S. MetroTel receives your written notice terminating U.S. MetroTel's authority to charge your credit card. U.S. MetroTel may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with U.S. MetroTel is declined or reversed or in case of any other non-payment of account charges via any other method, such as an EFT and it is rejected by your bank. Termination of Service for declined card, reversed charges or non-payment leaves you FULLY LIABLE to U.S. MetroTel for ALL CHARGES ACCRUED BEFORE TERMINATION and for charges incurred by U.S. MetroTel owing to your non-payment, such as (but not limited to) collection costs and attorney's fees. This sub-section only applies to residential and small business accounts.

4.4 Termination/Discontinuance of Service

U.S. MetroTel reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If U.S. MetroTel discontinues providing the Service generally, 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 month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable.

4.5 Taxes

As you know, taxes are levied by some level of government upon the buyer of goods and services, who always have the obligation to pay the taxes, but authorize and generally require the seller to collect and remit the tax due to the appropriate governmental agency. Regulated telephone service is taxed by some 35,000 governmental jurisdictions in the United States. U.S. MetroTel does not influence which segments of

governments levy taxes on which goods or services. U.S. MetroTel will, however comply with all taxing authorities. Customer is responsible for, and shall pay any applicable federal, state, 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 Customer's 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 account. If Customer is exempt from payment of such taxes, it will provide U.S. MetroTel with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date U.S. MetroTel receives the Tax Exempt Document. Notwithstanding all of the above, U.S. MetroTel is of the belief that Voice over Internet Service is a software application service that is not defined as a telephone service under federal law or the law of the State of Michigan as of the date you read this, and is therefore not taxable under the federal excise tax, nor the state of Michigan's sales or use taxes. Such can change at any time and U.S. MetroTel will comply with all such changes. Toll free (800) service is however is defined as a telephone service and is taxable under both the federal excise tax at the current rate of 3% and state of Michigan use tax of 6%. The "Device" or "Devices) are goods or products that are subject to Michigan sales tax.

4.6 Disconnect Fee

Customer will be charged a disconnect fee of \$25 per each voice, FXO, or fax line (NOT toll free 800 service) upon termination of Service for any reason or for convenience by Customer. The disconnect fee becomes due and payable immediately upon termination and will billed directly to Customer's credit card. If Customer has multiple lines, Customer will be charged a disconnect fee of \$25 per line for each line disconnected.

4.7 Money Back Guarantee

U.S. MetroTel offers a 14-day money back guarantee, applicable to one primary line per account, not additional or secondary lines. Under terms of the Money-Back Guarantee, U.S. MetroTel refunds the activation fee, first month of service, shipping charges and waives the disconnect fee. U.S. MetroTel reserves the right to terminate or revoke the Money-Back Guarantee at any time, without prior notice. User must cancel service within 14 days of the account activation. Equipment must be returned within 14 days. Usage must not exceed 300 minutes within the first 21 days of service. User is responsible for any charges for overage, international traffic or directory assistance. Accounts exceeding 300 minutes of usage are not eligible for refund.

5.0 WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

5.1 Limitation of Liability

U.S. MetroTel shall 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:

- 1.) Act or omission of an underlying carrier, service provider, vendor or other third party;
- 2.) Equipment, network or facility failure;
- 3.) Equipment, network or facility upgrade or modification;
- 4.) Force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- 5.) Equipment, network or facility shortage;
- 6.) Equipment or facility relocation;
- 7.) Service, equipment, network or facility failure caused by the loss of power to Customer; or
- 8.) Any other cause that is beyond U.S. MetroTel's control, including without limitation the failure of an incoming or outgoing communications, the inability of communications to be connected or completed , including 911 dialing (not available) and or degradation of voice quality. U.S. MetroTel's liability for

any failure or mistake shall in no event exceed Service charges with respect to the affected time period. This paragraph shall survive termination of this Agreement.

5.2 No Consequential Damages

In no event shall U.S. MetroTel, its officers, directors, employees, affiliates or agents, contractors, subcontractors, independent contractors, or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service, including inability to be able to dial 911 (not available) or to access emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, tort and any and all other theories of liability and apply whether or not U.S. MetroTel was informed of the likelihood of any particular type of damages. This paragraph shall survive termination of this Agreement.

5.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless U.S. MetroTel, its officers, directors, employees, affiliates, contractors, sub-contractors, independent contractors and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable actual attorney's fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing (not available) or any dialing to summon emergency services, or the Device. This paragraph shall survive termination of this Agreement. The customer agrees to reimburse U.S. MetroTel's costs of defense as same are incurred on a month by month basis and within 10 days following U.S. MetroTel mailing an invoice for same. The duty in this paragraph are independent of the success of the complainant on the merits of any such complaint against U.S. MetroTel. The customer agrees that should it fail to make such timely payments, that U.S. MetroTel may apply to the Ottawa County Circuit court for an order or preliminary injunction compelling the customer to make full compliance with any or all of the provisions of this section, and hereby consents to its issuance. The customer also agrees that this section 5.3 shall not be subject to the arbitration provision set forth in section 6.1 or below.

5.4 No Warranties on Service

U.S. MetroTel makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness of the Service or the Device for a particular purpose. U.S. MetroTel does not warrant that the Service will be without Service failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither U.S. MetroTel nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to Customer in connection with this Agreement or the Service will be liable for unauthorized access to U.S. MetroTel's or Customer's 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 U.S. MetroTel's or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Device, if any, by U.S. MetroTel or U.S. MetroTel's agents or installers are informational and are not given as a warranty of any kind. This paragraph shall survive termination of this Agreement.

5.5 No Warranties, or Limited Warranties, for Devices

If Customer purchased the Device new from U.S. MetroTel and the Device included a limited warranty at the time of purchase, Customer must refer to the separate limited warranty document for information on the limitation and disclaimer of certain warranties. If Customer's Device did not include a limited warranty from U.S. MetroTel at the time of purchase, Customer agrees that it accepts its Device "as is" and that Customer is not entitled to replacement or refund in the event of any defect. This paragraph shall survive termination of this Agreement.

5.6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL U.S. MetroTel OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF U.S. METROTEL, LLC OR ITS VENDORS OR OTHERWISE.**

This paragraph shall survive termination of this Agreement.

5.7 No Third Party Beneficiaries

All agreements between the customer and U.S. MetroTel are personal. However, U.S. MetroTel may assign its rights under this agreement to any party in any commercially reasonable transaction, including sale or merger or pledge for security for any loan(s) or financing. The customer shall not assign any of its rights to any third party. 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. This paragraph shall survive termination of this Agreement.

5.8 Content

The customer is liable for any and all liability that may arise out of the content transmitted by said customer or Users using the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. U.S. MetroTel reserves the right to terminate or suspend affected Services, and/or remove Your or Users' content from the Services, if U.S. MetroTel determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with U.S. MetroTel's ability to provide Services to you or others or receives notice from anyone that Your or Users' use or Content may violate any laws or regulations. U.S. MetroTel's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold harmless U.S. MetroTel against any and all liability arising from the content transmitted by or to you or to users using the services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you. This paragraph shall survive termination of this Agreement.

6.0 GOVERNING LAW / RESOLUTION OF DISPUTES

6.1 Mandatory Binding, Non-Appealable Arbitration

This section 6.1 shall not apply to section 5.3 above. However, any other dispute or claim made by Customer, or anyone who claims rights through the customer against U.S. MetroTel arising out of or relating to the Service or a Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, the petition or request for arbitration shall be filed only in Ottawa County, Michigan. The arbitrator's decision shall follow the plain meaning of the relevant documents (including these terms and

conditions), and shall be final and binding. Without limiting the foregoing, the parties agree that said arbitrator shall NOT have any authority to: (i) award relief in excess of what these terms and conditions provide; or (ii) award punitive or exemplary damages. The Arbitration award shall be non-appealable except for violations of this section 6.1. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer shall not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial. The arbitrator shall agree that he/she shall NOT charge for more than 4 hours of his time for reading the relevant service agreement, these terms and conditions, the parties complaints and answers thereto, and familiarizing him/herself with the industry. The arbitrator shall agree to enforce the following limitations on discovery that the parties hereby agree. No more than three (3) depositions shall be taken by any party nor shall any such deposition last more than four (4) hours nor shall any single deposition be suspended midway through, it being the parties intent that any deposition started shall be held and completed on a single day. No party shall serve the other party with more than 10 single issue requests for admission nor more than 20 single issue interrogatories, it being the parties express intention that multi part requests and interrogatories be banned. Each party shall ask for no more than the production of 10 documents and no document that has been sent from one party to the other shall be required to produce, such as the service agreement, an invoice, an email or letter or any other matter where common sense would dictate that both sides have had the opportunity to read and keep the document. However, any party that intends to produce a document for the arbitrator to read or to cross examine an opposing witness shall voluntarily produce and furnish a copy of same with an index as to all such documents so produced and filed with the arbitrator, to the other party within 30 days following the filing of an answer to any complaint or counter claim or similar pleading, and upon failure to do so, the document shall be barred from use by the offending party. In the event that the arbitrator shall not agree to all of the provisions of this section 6.1, either party may file a complaint in the Ottawa County Circuit Court seeking the appointment by the court of an arbitrator who will so abide. In such action, the Court shall take into account the nature of the respective parties claims and appoint an arbitrator who has some experience or expert knowledge sufficient to adjudicate the claims. For instance, if there is an accounting dispute the arbitrator should be a CPA enough years in practice to make a competent analysis of such claims, or if the issues raise claims of quality of service, that the arbitrator have experience in working for or on behalf of VoIP service providers or related telecommunication services. The parties agree to split the arbitrator's fees 50/50, unless the customer's claims fall within its indemnity obligations of section 5.3 above, and in which case, all such fees shall be paid by the customer.

This section 6.1 shall survive termination of this Agreement.

6.2 Governing Law

This Agreement and the relationship between you and U.S. MetroTel shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions. You and U.S. MetroTel agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Michigan. The failure of U.S. MetroTel to exercise or enforce 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. This paragraph shall survive termination of this Agreement.

6.3 EXPORT COMPLIANCE. End User agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. End User agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

6.4 Entire Agreement

This Agreement and the rates for Services and equipment found on the signed Customer Order for Service constitute the entire agreement between you and U.S. MetroTel and govern your use of the Service, superseding any prior agreements between you and U.S. MetroTel 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 U.S. MetroTel unless and until posted in accordance with Section 8.1 hereof.

This Agreement and the rates for VoIP Services found on U.S. MetroTel's website constitute the entire agreement between you and U.S. MetroTel and govern your use of the Service, superseding any prior agreements between you and U.S. MetroTel 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 U.S. MetroTel unless and until posted in accordance with Section 3 hereof.

6.5 Severability

If any part of this Agreement is legally declared invalid or unenforceable, 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. PRIVACY

U.S. MetroTel Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. U.S. MetroTel is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy at <http://www.855usmetro.com> for additional information.

8.0 CHANGES; NOTICES

8.1 U.S. MetroTel shall retain the right to make any and all changes to any service plan, prospectively. Notice to Customer of any changes to the "Terms of Service" shall be considered given by posting to the Terms and Conditions of Service section of the U.S. MetroTel Web Site listed under the legal button on this web site (<http://www.855usmetro.com/legal>). Notice will be considered received by Customer, and such changes will become binding on Customer, on the date posted to the U.S. MetroTel Web Site and no further notice by U.S. MetroTel is required. The customer can, within ten (10) days of U.S. MetroTel's notification,

send notice to U.S. MetroTel that the customer does not accept the Change of Service, and can terminate this Agreement. In such event, the customer will be responsible for any sums due hereunder in addition to any applicable disconnection fees. If the End User does not send U.S. MetroTel notification of their desire to terminate this Agreement or uses the Services after the Change Date, the End User is deemed to have accepted and consented to the Change of Service.

8.2 OTHER NOTICES TO/FROM SPECIFIC CUSTOMER. . U.S. MetroTel communicates with the customer primarily via email. Notices to the customer shall be sent to the email address specified by the customer at the time of registration for the Services or as subsequently specified by the customer ("Email Address"). The customer is responsible for notifying U.S. MetroTel of any Email Address changes. The customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. The Email Address is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that the End User read any email sent to the Email Address in a timely manner in order to avoid any potential interruptions in the Services provided hereunder. This section over-rides section 8.1 if there is a conflict.

9.10 TELEPHONE NUMBERS AND WEB PORTAL DISCONTINUANCE.

9.10.1 Any telephone number provided by U.S. MetroTel ("Number") to the customer shall be leased and not sold. End User shall not obtain any rights, title or interest in the Number. The Number is not portable to other service providers. The End User is not to use the Number with any other device other than the Equipment without the express written permission of U.S. MetroTel. U.S. MetroTel reserves the right to change, cancel or move the Number at our discretion. This paragraph shall survive termination of this Agreement.

9.10.2. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, The customer shall relinquish and discontinue use of any phone numbers, voice mail access numbers and/or web portals assigned to the customer by U.S. MetroTel or its vendors used to provide the service. This paragraph shall survive termination of this Agreement.

Last Updated: September 6, 2018