

iPath Cloud Solutions, Incorporated Voice over IP Terms of Service for Purchase Customers

These Terms of Service constitute the agreement ("Agreement") between iPath Cloud Solutions, Incorporated ("we," or "us") and the user ("you," "user" or "Customer") of iPath Cloud Solutions, Incorporated's business services and any related products or services ("Service").

This Agreement, along with the attached Addendum, governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. This Addendum outlines your, obligations, responsibilities and rights with regard to your purchase or rental of Equipment from iPath Cloud Services, Incorporated and are an integral part of this contract. If you purchased Equipment from a dealer, retail store or other provider other than iPath Cloud Solutions, Incorporated, you are a "Retail Customer" for purposes of this Agreement, and no Addenda will apply to you.

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 iPath Cloud Solutions, Incorporated 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 iPath Cloud Solutions, Incorporated 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 iPath Cloud Solutions, Incorporated 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 484-913-1134 during normal business hours.

1.2 Registration of Physical Location Required. For each phone number that you use for the Service, you must register with iPath Cloud Solutions, Incorporated 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 iPath Cloud Solutions, Incorporated 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 provide 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 iPath Cloud Solutions, Incorporated 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 iPath Cloud Solutions, Incorporated 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.

1.9 No Automated Location Identification. In most 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 iPath Cloud Solutions, Incorporated 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 iPath Cloud Solutions, Incorporated, 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, attorney's 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 terminating the Service.

2. SERVICE

2.1 Term. Service is offered on a monthly or multi-month basis as is determined in your Service activation or order form, or via our online ordering process. The term begins on the date that iPath Cloud Solutions, Incorporated activates your Service and ends on the day before the anniversary date of your Term. Subsequent terms of this Agreement automatically renew for twelve (12) months unless you give us written notice of non-renewal at least thirty (30) 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 termination fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite thirty days' notice of termination prior to the expiration of the then-current term. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

2.3 Use of Service and iPath Cloud Solutions, Incorporated provided Equipment. 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. Please see attached Addendum A regarding use of Equipment purchased or rented from iPath Cloud Solutions, Incorporated.

2.4 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 iPath Cloud Solutions, Incorporated 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.

2.5 Prohibited Uses.

(a) Unlawful. You shall use the Service 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 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 payable upon termination of your Service. If we believe that you have used the Service 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, iPath Cloud Solutions, Incorporated 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 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 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, iPath Cloud Solutions, Incorporated 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 Equipment by Customers Outside the United States. Although we encourage you to use of the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you use the Service outside of the United States or Canada, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service outside of the United States or Canada.

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

(a) Copyright; Trademark. The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, 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 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, other than a nontransferable, 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. 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 Service. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with, hacked or otherwise attempted to disrupt the service or have made use of the Service in a way that is inconsistent with its intended purpose. 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.

2.9 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if any Device, whether purchased or rented from iPath Cloud Solutions, Incorporated or obtained by you on a retail

customer basis if said Device is stolen or if you become aware at any time that your Service 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. 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.

2.11 Number Transfer on Service Termination. Upon the termination of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

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

2.12 Service Distinctions. The Service is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

2.13 Ownership and Risk of Loss. You 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; 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 No Directory Listing. The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your 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.

2.16 Incompatibility with Other Services.

(a) **Security Systems.** The Service may not be compatible with security systems. 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.

(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. We do 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, you must provide us with a valid email address and a credit or debit card number from a card issuer that we accept. 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 canceled 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.

The amount of such fees and charges shall be published on our website and may change from time to time. 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.

3.2 Billing Disputes. You must notify us in writing within seven (7) days after receiving your credit or debit card statement if you dispute any iPath Cloud Solutions, Incorporated 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:

Customer Care Billing Department
iPath Cloud Solutions, Inc.
40 Lloyd Avenue
Suite 106
Malvern, Pennsylvania 19355

-or-

billing@ipathcloudservices.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 iPath Cloud Solutions, Incorporated. 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 your 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. We reserve 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 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. The term of this Agreement will run from the Effective Date until the end of the term (of any continuation thereof) of each Service. The initial minimum term of for each Service is set forth in the Service Activation Order (each an "Initial Term"). The start date for the Initial Term of each Service will begin on the Billing Start Date. Customer must terminate a Service or the Agreement in writing by providing iPath Cloud Solutions, Incorporated with at least thirty days prior written notice. Please send termination notices to billing@ipathcloudsolutions.com or fax to 610-647-8024, Attn: Service Terminations.

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. Such amounts are in addition to payment for the Service 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 we receive such certificate.

3.6 Termination Fee. If Customer elects to terminate this Agreement or any Service prior to the expiration of a Service's Initial Term, Customer must provide thirty days advance notice and must pay the Early Termination Fees for each Service that has not completed its Initial Term. The Early Termination Fees should not exceed the fees that would have been owed through the end of such Service's Initial Term of any agreed upon renewal of the Initial Term. Customer and iPath Cloud Solutions, Incorporated agree that an Early Termination Fee is not a penalty but serves as an accurate approximation of the damages to iPath Cloud Solutions, Incorporated that result from the termination before the end of its Initial Term. Upon termination or expiration of this Agreement for any reason, Customer shall promptly pay all amounts owed through the month of termination as well as any applicable Early Termination Fees.

3.7 Money Back Guarantee; Limitations and Conditions.

(a) Money Back Guarantee. We offer Hosted VoIP subscribers a 30-day money back guarantee from the date of activation of Service. The money back guarantee applies only to the first-ordered service package, not to additional or secondary orders. We will refund the activation fee and monthly charge for first month of Service provided that:

- you have not exceeded 2500 minutes of usage; and
- you cancel your Service within the 30-day period.

Federal excise taxes and any other applicable taxes cannot be refunded. You will remain responsible for any charges for usage fees including but not limited to local or international usage, calls to iPath Cloud Solutions, Incorporated toll free numbers and directory assistance. We reserve the right to terminate or revoke this money back guarantee at any time, without prior notice.

3.8 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.

3.9 Charges for Directory Calls (411). We will charge you \$1.75 for each call made to iPath Cloud Solutions, Incorporated directory assistance.

3.10 Charges for Conference Bridge Calls. We will charge you 3.9 cents per minute, or your then current domestic per minute rate if lower than 3.9 cents per minute, for each caller who calls into your conference bride. The per minute usage fee will be calculated based on all participants on the conference bridge, including on-network and off-network participants.

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 IPATH CLOUD SOLUTIONS, INCORPORATED, 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 iPath Cloud Solutions, Incorporated ,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 Services, including, without limitation, 911 Dialing, or the Device.

(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 IPATH CLOUD SOLUTIONS, INCORPORATED 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 IPATH CLOUD SOLUTIONS, INCORPORATED 'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY IPATH CLOUD SOLUTIONS, INCORPORATED OR IPATH CLOUD SOLUTIONS, INCORPORATED 'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

4.5 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.

4.6 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 your 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 with 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.

5. MISCELLANEOUS

5.1 Governing Law. The Agreement and the relationship between you and us is governed by the laws of the State of Pennsylvania without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 5.2, you shall submit to the personal and exclusive jurisdiction of the courts located within the state of Pennsylvania and waive any objection as to venue or inconvenient forum.

5.2 Mandatory Arbitration and No Jury Trial. Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Montgomery county, Pennsylvania. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. **REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.** All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, MONTGOMERY COUNTY PENNSYLVANIA.**

5.3 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.

5.4 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 iPath Cloud Solutions, Incorporated 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 iPath Cloud Solutions, Incorporated and

any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5.5 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.

6. REASONABLE USE LIMITATIONS

Unusually high usage of the Service attributable to individual Accounts may impair iPath Cloud Solutions, Incorporated's ability to provide the Services and/or indicate misuse of the Services. Accordingly, for all Service Plans, reasonable use means that your use of the Service does not materially impair iPath Cloud Solutions, Incorporated's ability to provide the Service to other users.

7. UNLIMITED OR UNMETERED PLANS

All unlimited or unmetered plans ("Unlimited Plans") are subject to all of the Prohibited Use and Reasonable Use limitations set forth in this Reasonable Use Policy. In addition, all unlimited or unmetered plans are subject to the following terms and conditions:

- Unlimited Plans are for normal residential or business use.
- Unlimited Plans cannot, under any circumstances, be used for call-in lines, call centers, autodialing, fax blasting, telemarketing (including without limitation charitable or political solicitation and/or polling), junk faxing, fax spamming, or other high volume or multi-person calling or faxing purposes.
- Excessive Use of Unlimited Plans is prohibited. "Excessive Use" means that your use exceeds the monthly minutes per line used by 98% of all iPath Cloud Solutions, Incorporated Unlimited Plan customers. Excessive Use is measured on a monthly basis. For example, if you use 7,500 minutes in one month per line and 98% of all iPath Cloud Solutions, Incorporated Unlimited Plan customers used less than 7,500 minutes that month per line, your use would constitute Excessive use and would be in violation of this Reasonable Use Policy.

iPath Cloud Solutions, Incorporated reserves the right to review and monitor your usage of your Unlimited Plan at any time (i) to calculate Excessive Use and (ii) compliance with this Reasonable Use Policy, including that there is no Excessive Use.

Except where prohibited by law, if you violate this Reasonable Use Policy, including but not limited to by Excessive Use of the Service, you hereby acknowledge and agree that iPath Cloud Solutions, Incorporated may modify, suspend, terminate, disconnect or take any other reasonable action regarding your Service to prevent continued violation of this Reasonable Use Policy (a "Plan Modification"), including charging you on per minute basis, at iPath Cloud Solutions, Incorporated's published per minute rates, for any Excess Use or automatically converting your Unlimited Plan to a metered plan. You hereby agree to pay iPath Cloud Solutions, Incorporated, and hereby authorize iPath Cloud Solutions, Incorporated to charge your credit card for any additional fees, charges and penalties related to any Plan Modification.

8. 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.ipathcloudsolutions.com. iPath Cloud Solutions, Incorporated 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 as and 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 Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

9. PRIVACY

iPath Cloud Solutions, Incorporated Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. iPath Cloud Solutions, Incorporated is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our website at www.ipathcloudsolutions.com for additional Privacy Policy information.

ADDENDUM A

This agreement is an addendum to the general terms and conditions as outlined in the VOIP Terms and Conditions between iPath Cloud Solutions, Inc. ("Provider") and the Customer (the "Agreement") The Customer agrees to the following terms and conditions as they relate to the equipment purchased from Provider.

1. **Installation.** Provider shall install the equipment as specified in the approved Service Activation Form at the customer's premises. PROVIDER will furnish installation and configuration services as described in the Scope of Work. Any additional equipment or labor will be furnished at PROVIDER'S current rates. No additional work will be undertaken or completed without a signed change order executed by the Customer and the PROVIDER. Customer agrees, at its sole expense to; (a) provide the proper environment and the electrical and telecommunications connections for the Equipment purchased from Provider, and (b) obtain the consent to install the equipment from its landlord or building owner and all other necessary approvals and permits. The cut over date, as the term is used herein, shall be the date upon which the equipment is installed and available to provide the main source of the customers' telecommunications service.
 - a. **Structured Wiring Infrastructure.** Customer acknowledges and agrees that PROVIDER shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If PROVIDER is required to perform work on Customer's existing cables and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay PROVIDER on a commercially reasonable time and material basis based on PROVIDER'S current rates after notifying Customer and obtaining Customer's written approval.
 - b. **Network Assessment.** PROVIDER recommends that Customer obtain a Network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that PROVIDER is expressly not liable for any voice quality issues if Customer failed to have performed a Network assessment from a qualified company. At Customer's request, PROVIDER will furnish a quote for such services based on commercially reasonable Time and Material charges.
 - c. **Remote Teleworker and Home Access to Network.** Customer agrees that PROVIDER will support all off net, home or "road warrior" VoIP access to voice CPE on a time and materials basis based on PROVIDERS current rates due to the many uncertainties caused by numerous service Providers, available bandwidths, existing modems and lack of quality of service available on those circuits. PROVIDER simply warrants it will use commercially reasonable efforts to accommodate Customer under such circumstances.
2. **Limited Warranty.** For Equipment supplied and installed by Provider, please refer to the separate limited warranty provided with the equipment for information on the limitation and disclaimer of certain warranties. Provider warrants that the equipment and its installation will be free from defects in material and workmanship and will function in accordance with the manufacturer's specifications for a period of ninety (90) days from the cutover date. Provider will have the option of repairing or replacing the equipment or its installation at its expense. Such repair or replacement shall be the customer's exclusive remedy for breach of warranty.

Subsequent to the warranty period, Provider makes no warranty of any kind with respect to the equipment for any period for which there is no extended maintenance agreement. In such event, Provider will make maintenance available to Customer at its standard charges for time and materials. Provider's warranty does not extend to any equipment which has been: (a) subject to misuse, neglect, accident, fire, or other casualty (b) wired, installed, repaired or altered by anyone other than Provider or (c) moved from its original location or is no longer owned and used by the customer. **THE ABOVE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3. **Limitation Of Liability.** iPath Cloud Solutions, Inc. shall not be liable for any special, incidental or consequential damages (including lost revenue or profits) arising out of or relating to this agreement or the breach thereof or the equipment, or the installation or maintenance thereof or any delay relative to any of the foregoing.
4. **Provider Services.** PROVIDER's ability to install the Equipment and/or complete any MACD ordered by Customer depends upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.
 - a. Upon completion of any MACD performed by PROVIDER, Customer has until 5pm Eastern Time on the second (2nd) Business Day thereafter to re-open the same MACD request and not incur additional charges.
 - b. **Service Rates and Minimum Increments.** For any remote or dispatch MACD performed by PROVIDER during Normal Business Hours, Customer acknowledges and agrees to pay PROVIDER at its current rates and increments.
 - c. For any MACD Service performed outside Normal Business Hours, Customer agrees to pay PROVIDER 1.5 times the current PROVIDER hourly rate listed above and that the same applicable minimum service increment. The determination of whether a Technician or an Engineer must complete a MACD is exclusively mandated by the manufacturer of the Equipment ordered by the Customer.
5. **Payment.** Customer will pay the amounts due to Provider as stipulated on the approved Service Activation Form. This payment shall automatically be drafted by the Provider using the Pre-Authorized credit card given by the Customer, unless written approval has been given in advance. If Customer is unable or unwilling to accept delivery or installation on the date PROVIDER tenders delivery or installation, PROVIDER shall have the right to initiate billing for the amounts due as of the cutover date.
6. **Title To Equipment; Security Interest; Risk Of Loss.** Customer shall acquire title to the equipment, including all additions thereto, upon payment in full of the purchase price, plus all applicable taxes to Provider. As long as any part of the purchase price remains outstanding, title to the equipment shall remain with Provider, Provider shall retain a security interest in the equipment until all amounts are paid in full. Customer agrees to execute any documents that may be necessary or appropriate to perfect Providers security interest in the equipment. Provider will bear the risk of loss of, or damage to, the equipment: (a) while it is in transit to customer's premises; and (b) while at the premises until the cut over date except for loss or damage caused by customer's negligence, or from improper storage of the equipment, or storage in areas accessible to unauthorized persons. After the cutover date, all risk of loss of or damage to, the equipment shall be borne by customer notwithstanding Provider's retention of title as provided above.
7. **Default.** If customer breaches any provision of this agreement, including without limitation, its payment obligations, customer shall be in default hereunder, and all unpaid amounts shall, at iPath Cloud Solutions, Inc.'s option, become immediately due and payable and iPath Cloud Solutions, Inc. shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws. iPath Cloud Solutions, Inc. shall be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.
8. **Lodging Expenses.** When traveling beyond a 60 mile radius of Philadelphia, it is assumed the customer will be liable for lodging expenses and a per diem rate of \$40 per day per field service engineer.

