



TERMS OF SERVICE VOIP SERVICES

In addition to the Master Service Agreement, the following Terms of Services shall apply to NAV Systems' voice Services.

E911/911: The NAV Systems voice Services are subject to restrictions and disclaimers on the E911/911 services that can be found at www.NAVSystems.net. Any use of call forwarding to mobile phones or the use of VoIP to mobile software applications will not be compatible with NAV Systems' E911/911 services and 911 calls will have to be routed by your mobile provider.

Operational Matters. The Customer shall be solely responsible at its own expense for connecting to the NAV Systems VOIP network, for procuring the necessary facilities or equipment required to interconnect and for coordinating the provisioning of its respective matching facilities and/or equipment to utilize the Services. NAV Systems will use its best endeavors to provide the Services on the anticipated date of Services commencement. The Parties shall coordinate the management of their respective system facilities, with each Party being responsible for providing and operating, at its own expense, its respective network facilities.

Telemarketing Traffic. NAV Systems does not accept for termination any dialer-originated telemarketing traffic or any fax broadcasts, including any traffic that would violate the Telephone Consumer Protection Act ("TCPA"), which prohibits the sending of facsimile advertisements without the prior consent of the recipient, do not call laws, or similar consumer protection laws.

Traffic Control by Customer. In addition to any other terms and conditions of the Agreement or the TOS, Customer shall bear the following responsibilities in connection with the Service:

Customer shall manage the integrity of the traffic egressing Customer's network;

Customer shall screen, and block calls destined to (a) unassigned numbers or (b) numbers with invalid formats;

Customer shall manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm or adversely affect NAV Systems or its network.

In the event that Customer fails to comply with the requirements described above, NAV Systems shall have the right (but not the obligation) to take protective action against Customer in order to protect NAV Systems' egress network, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is reasonably resolved.

Service Limitations. The Service is not intended to replace Customer's primary phone service. All telecommunications traffic carried by the Service(s) must be IP originated. Customer acknowledges and agrees that the Service(s) may not be compatible with all communication equipment. In addition, different regulatory treatment may be applied to the Service(s) than is applied to other telecommunications services, which may affect Customer's rights before regulatory agencies and other governmental bodies.

NAV Systems does not support 0+ calling (including without limitation collect or third-party billing), 900 and 976 calls, and 10-10 "dial-around" calls. The Service(s) may not support 311, 411, 511 and/or other x11 services in some or all Service areas. Customer understands and acknowledges that access to the aforementioned functionality is not part of the Service(s).

Customer Network Facilities. Customer shall be solely responsible for any installation, testing, maintenance and security of its own network facilities.

Database Updates. Customer shall furnish all information reasonably requested by NAV Systems in order for NAV Systems to provide each Service. Customer shall ensure that all information and

data that it has given or that it will give to NAV Systems, including but not limited to Customer's billing information, mailing address and email address, is current and accurate at all times. NAV Systems shall have no responsibility to verify the accuracy of any information provided by Customer and shall have no liabilities or obligation relative to any amount billed or notices delivered incorrectly as a result of inaccurate information provided by Customer and Customer's failure to correct or update the same.

Traffic Requirements. If during any 24-hour period, Customer's Answer Seizure Ratio (ASR) is calculated by NAV Systems to be below 60.0% and/or the Average Length of Call (ALOC) is calculated by NAV Systems to be below 60.0 seconds, NAV Systems may immediately and without notice:

- Charge Customer a surcharge of \$0.01 per call attempt, which shall be in addition to all other fees and charges billed to Customer for its consumption of the Service(s); or
- Modify its billing method and charge Customer for its consumption of Service(s) in accordance with NAV Systems' then current Short Duration Rate Deck.

Local Number Portability (LNP). If Customer desires to port a number either to or from NAV Systems' network, Customer shall execute and/or deliver to NAV Systems all documents and information requested by NAV Systems, including, but not limited to, all required Letters of Authorization ("LOA"). Customer acknowledges and agrees that NAV Systems shall have the right to refuse to port any number to its network for any reason. Customer agrees that NAV Systems, in its sole discretion, may port a number to any third-party provider selected by NAV Systems in order to provide the Service(s), and that NAV Systems may be required to be named as the Customer of Record for such number. NAV Systems will make reasonable commercial efforts to execute all port requests; however, NAV Systems has no control over any porting process (either to or from NAV Systems' network). As such, NAV Systems makes no guaranties or warranties that a number will be ported on a particular day, or that a submitted port request will actually result in the number being ported. NAV Systems will inform Customer of port dates when such dates are known to NAV Systems. NAV Systems reserves the right to change the port date in its sole discretion. Customer agrees to comply with all applicable rules, regulations and orders, including but not limited to all FCC and public utility commission rules regarding number porting. NAV Systems makes no warranty that the Service(s) associated with a number will be uninterrupted or error free during any porting process. Customer acknowledges that, if any account associated with the number being ported is canceled or suspended prior to the port date, such number may not be eligible for porting. A port request to NAV Systems to move a number away from NAV Systems does not act to terminate Customer's Agreement. It is Customer's sole responsibility and obligation to cancel its account(s) with NAV Systems in addition to submitting a port request and Customer shall be solely responsible for any contractual obligations it has with such NAV Systems and any applicable fees and charges, including early termination fees. Number porting is done at the Customer's sole risk. Under no circumstances shall NAV Systems be liable for any damages, including, without limitation, loss of profits, associated with porting or not porting a number. Customer agrees to indemnify and hold NAV Systems, the third party vendors, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of any number port requested by Customer, including those arising from any slamming complaints.

Customer acknowledges that requests to port numbers away from NAV Systems' Network will be completed not less than seven (7) days from the date of the request. Customer also acknowledges that it will not port any vanity or 800 numbers without verification from the end user. Customer agrees to comply with all LNP policies established from time to time by NAV Systems. NAV Systems may modify its LNP policies at any time with or without notice to Customer and customer agrees to comply with all such modifications.

Usage. NAV Systems reserves the right, in its sole discretion, to examine Customer's voice, fax and toll-free calling usage pattern and adjust the rates or impose a surcharge if such usage pattern is not normal or customary under generally accepted industry standards for the type of voice Service being used ("Non-Customary Calling"). In the event NAV Systems adjusts Customer's rates

due to Non-Customary Calling, Customer's sole and exclusive remedy shall be to terminate the remaining usage commitment (if any) under the applicable Service Order. In such event, Customer shall continue to be liable for any access loop monthly recurring charges through the remainder of the Service Order Term.

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

If the completion percentage of Customer's attempted calls is in excess of 50% (the "NonCompleted Call Percentage Threshold") for any given week on any given trunk group, NAV Systems may, in its sole discretion: (a) upon 30 calendar days email notice, disconnect any and all circuits providing the applicable Service; or (b) charge a surcharge equal to \$20 per DS-O for all circuits providing such Service.

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

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

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

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

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

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

Customer is solely responsible for fraudulent calls or data transmitted utilizing the Services. Customer is solely responsible for selection, implementation and maintenance of security features for protection against unauthorized calling, and NAV Systems shall have no liability therefor. Customer is solely responsible for payment of all long distance, toll and other telecommunications

charges incurred through use of the Services being provided hereunder regardless of whether such use was intended or authorized by Customer. Customer shall defend, indemnify and hold harmless NAV Systems from and against all costs, expenses, claims or actions arising from fraudulent calls of any nature carried by means of the Services. Customer shall not be excused from paying NAV Systems for Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. In the event NAV Systems discovers fraudulent calls being made, nothing contained herein shall prohibit NAV Systems from taking immediate action, without notice to Customer, that is reasonably necessary to prevent such calls from taking place. Notwithstanding the foregoing, it is understood that NAV Systems is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent calls processed by NAV Systems and billed to Customer's account.

Red Flag Rules/Identity Theft Compliance Policy. NAV Systems has a Red Flag Rules and Identity Theft policy located www.NAVSystems.net

Recording of Calls. NAV Systems hereby puts Customer on notice that any calls between Customer and NAV Systems personnel may be recorded for quality assurance and other commercially reasonable purpose. Customer hereby acknowledges and agrees that such calls may be recorded. **Customer is solely responsible for complying with all one-party and two-party consent rules regarding the recording of telephone calls.** NAV Systems will make all reasonable efforts to assist Customer with any request to record calls.

Service Delivery. NAV Systems will deliver Service to the network point of presence (POP) or demarc, and a Service is considered installed and working when it is turned over clean at the POP or demarc, as applicable. Extension of Service beyond the demarc is the responsibility of Customer. If Customer elects to and use NAV Systems and NAV Systems chooses to extend the beyond the demarc, the Service will not be covered under NAV Systems' SLA. If NAV Systems extends Service beyond the demarc, the Service will be considered in working condition once accepted by Customer and NAV Systems will have no further obligation to maintain the Service. Any delay in extension of the Service beyond the demarc by NAV Systems will not delay the billing of the Service or Customer's liability for such billing.

CPNI. NAV Systems acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's proprietary network information ("CPNI"). Such CPNI includes information about the telecommunications Services purchased by Customer from NAV Systems, Customer account activity (for example, telephone numbers) and charges incurred by Customer. With Customer's consent, NAV Systems may use this information for marketing purposes to offer Customer the full range of products and services available from NAV Systems that may be different from the type of Services Customer currently buys from NAV Systems. In addition to private line and other dedicated transport services, NAV Systems and NAV Systems affiliate's offer other services, including voice, collocation, hardware (by sale or lease) and managed services. A more complete description of NAV Systems and its product and service offerings are available at www.NAVSystems.net or Customer may contact its NAV Systems account manager. NAV Systems may also share Customer information with its affiliates, agents and partners to offer the services and products described above. NAV Systems requires Customer's consent for NAV Systems and its affiliates, agents and partners to use this information to offer the services and products described above. By signing the Agreement and taking no further action, Customer gives NAV Systems Customer's consent to use and disclose Customer CPNI as described above. Customer may refuse CPNI consent by signing the Agreement but then notifying NAV Systems in writing of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises NAV Systems Customer's decision to approve or disapprove use or disclosure of Customer CPNI as described in this section will not affect NAV Systems' provision of Service to Customer. A separate description of NAV Systems' CPNI Policy is set forth at www.NAVSystems.net, the contents of which are hereby incorporated in these TOS as if copied herein verbatim.