



VoIP Service Agreement (Terms & Conditions)

This VoIP Service Agreement ("Agreement") is between **Copper Canyon Communications, Inc.** ("we", "us" or "Copper Canyon Communications") and the customer ("you", "user", "Customer", or "Subscriber") identified in the Copper Canyon Communications Service Activation Form. The Agreement describes Copper Canyon Communications' services and/or products ("Service" or "Services") provided by Copper Canyon Communications to Customer and shall be governed by the terms and conditions herein. Customer acknowledges that they are of legal capacity and hold proper status to enter into this Agreement. These Terms of Service shall govern and apply to Customer's use of the Copper Canyon Communications Services and Equipment provided by Copper Canyon Communications. This Agreement further incorporates the pricing and term information set forth in the Service Activation Form and any additional Agreements and any applicable Service Addendum(s). Copper Canyon Communications may amend and update the Terms of the Service on its website, and such amended terms will take effect thirty (30) days from the date the new terms are posted on the website. Customer acknowledges that Customer has reviewed the Terms of Service in this Agreement both as written herein and as more fully described on Copper Canyon Communications' website and agrees to and accepts the Terms of Service for Copper Canyon Communications and any related services and equipment.

1. TERMS AND CONDITIONS

The terms and conditions of this Agreement, and as further described on Copper Canyon Communications' website, together with pricing and related materials set forth in the Service Activation Form along with any applicable Service Addendum(s) signed by the parties, are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. No waiver, amendment or addendum to this Agreement, except as delineated on the Copper Canyon Communications website, shall be binding on Copper Canyon Communications unless made in writing expressly stating that it is such a waiver, amendment or additional Service Addendum(s) and signed by a representative of the Customer and a representative of Copper Canyon Communications.

2. MONTHLY COMMITMENT LEVEL OF SERVICE

The total monthly commitment associated with this Agreement is the total Monthly Recurring Charge (MRC) for the Copper Canyon Communications Services as described in the Service Activation Form.

3. SERVICE FEES

Customer agrees to pay all monthly service charges, installation charges, set-up charges, usage-based charges, rental fees, and other charges and fees (collectively, "Service Fees").

4. SERVICE INSTALLATION AND ACTIVATION DATES

"Service Installation Date" is the date on which the Services are set up and ready to use at the Customer site prior to the Activation Date. "Service Activation Date" is the date on which the Customer is able to originate and terminate communication services on the Copper Canyon Communications network using a ported, purchased or forwarded phone number. The Activation Date will start the contract term and Customer will be responsible for payment on applicable licensing and usage charges at that time.

5. INVOICING, PAYMENT AND DISPUTES

Billing for monthly Service Fees commences upon the Service Activation Date. Monthly Service Fees are paid in advance of each month's service; toll charges and any other applicable usage charges are billed after the end of each month's service. Customer agrees to pay all invoices on the date due by automatic debit to the Customer's Corporate Credit Card, check or other means of payment accepted by Copper Canyon Communications. Billing Disputes must be submitted in written form to Copper Canyon Communications no later than ten (10) days after the invoice was issued. Customer will be responsible for paying all undisputed charges in full. Unless such claim is submitted in this manner Customer waives all rights to dispute such charges.

6. SUSPENSION OF SERVICE

If any Customer account is thirty (30) days or more overdue (except with respect to specific charges subject to a reasonable and good faith dispute) Copper Canyon Communications reserves the right to suspend or disable the Services, after providing notice to Customer without

liability to Copper Canyon Communications. Suspension or termination of the Services or this Agreement shall not relieve Customer from paying any amounts due hereunder.

7. TAXES AND REGULATORY FEES

Unless otherwise stated in the Service Activation Form, Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, other than Copper Canyon Communications income taxes, with respect to the Services ordered. In addition to any taxes imposed by governments or regulatory agencies, Copper Canyon Communications reserves the right to charge other authorized regulatory fees, including, without limitation, e911 service fees, universal service fees, and regulatory recovery fees ("Fees"). Any imposition, modification or increases in Fees by a government or regulatory agency or that are intended to recover costs associated with government or regulatory programs shall become effective without notice.

8. TERM OF THE AGREEMENT

The Agreement of services commences upon the execution of the Agreement, the Service Activation Form (and/or any applicable Service Addendum(s)) and continues until all Services expire or the parties mutually terminate the service agreement. Commencement dates for services in a multi-site scenario may vary upon the dates set forth in the Agreement(s) and any applicable Service Addendum(s). The Initial Service Term shall begin on the Service Activation Date of each location as specified in the Service Activation Form(s). The Services shall automatically renew for an additional term equal to the Initial Service Term. Customer acknowledges and agrees that Customer has not been granted any interest whatsoever (leasehold or otherwise) in any premises, real or personal property, equipment or servers of Copper Canyon Communications or in any personal property or server space leased by Copper Canyon Communications.

9. TERMINATION

Customer may terminate this agreement prior to the expiration of the Term in the following ways: (1) upon payment to Copper Canyon Communications of the Monthly Recurring Charge multiplied by the number of months remaining in the Term for each service as set forth in the service Agreement and any applicable Addendum(s); (2) If Customer replaces existing Copper Canyon Communications Services with new Copper Canyon Communications Services so long as the new Term and Monthly Commitment Level is equal to or greater than the existing Term and Monthly Commitment Level. Either party may terminate the Agreement for any reason at the end of the Term by giving written notice to the other party not less than thirty (30) days and not more than ninety (90) days prior to the end of the Term. Unless terminated in accordance with this Agreement, the Agreement shall automatically be renewed for a Term equal to the

initial Term. Either Party may terminate this Agreement solely in accordance with the provisions provided in the Agreement. All notices shall be provided in writing to Copper Canyon Communications at the address listed on the most recent monthly invoice to Customer at the last known address provided in writing to Copper Canyon Communications by Customer.

10. e911 SERVICE

By use of our Service, Customer acknowledges the limitations of e911 as described in Copper Canyon Communications' e911 Policy. Customer agrees and acknowledges that while some individual services offer access to e911 service, others may not. Customer is advised to thoroughly understand the Service and the options available. By accepting this Agreement, Customer acknowledges that it has received the information regarding the limitations of e911 services, understands them, and assumes the risks associated with the e911 limitations. Copper Canyon Communications may update the e911 Policy from time to time without notice to Customer.

11. CALLER ID DISPLAY LIMITATIONS AND COMPLIANCE

Customer acknowledges and understands that it is required to comply with all applicable laws, including Truth in Caller ID Act with regard to the caller ID information. Customer acknowledges and represents that it has sufficient broadband IP network service to support Services. Customer acknowledges and understands that Voice to Text features are provided as a convenience to the Customer and may not accurately transcribe voice, texts or messages.

12. DEVICE WARRANTY

As part of the Managed VoIP Service, Copper Canyon Communications provides a warranty for normal "wear and tear" and malfunctions on standard equipment supplied by Copper Canyon Communications for the managed VoIP service for the initial contract Term and does not apply to any renewal period. If you received a new device from us and the device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If your device did not include a limited warranty from us at the time of purchase, you are accepting the device 'AS IS'. You are not entitled to a replacement, repair, or refund in the event of any defect. Furthermore, Customer shall not modify the equipment in any way without the express written permission of Copper Canyon Communications.

Customer shall not use the equipment except with the Services provided hereunder. Copper Canyon Communications will attempt to resolve all issues with the Customer by having a Remote Support Engineer contact the Customer to isolate the problem.

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

13. TOLL CHARGES

Every Outbound call that originates or terminates in the Public Switched Telephone Network (PSTN) and/or other VoIP Networks are covered by Copper Canyon Communications' service plan (See Section 14). Calls to an international phone number or a phone number that is associated with a state or region outside of the contiguous United States are not covered by any Copper Canyon Communications Service Plan and therefore are always considered billable events.

14. UNLIMITED SERVICE PLAN

All use shall remain within the bounds of "Reasonable and Standard" person-to-person business traffic. Unlimited Voice Service shall include certain activities including, but not limited to: 911, 411 (or any other public or informational speed dial); however, it will not include the use of auto dialers, continuous or extensive call forwarding, fax blasts or excessive faxing to a distribution list when using the Copper Canyon Communications hosted eFax service. Copper Canyon Communications reserves the right to enforce this policy at any time in accordance with the following terms. If the average voice usage exceeds 3000 minutes per user or 500 pages per eFax User Account within any thirty (30) day period, such use shall be deemed excessive and outside of Reasonable and Standard person-to-person business traffic. In this instance, Copper Canyon Communications reserves the right to bill Customer for use in excess of these established thresholds at the standard local and long-distance rates. If use continues to

be outside of “Reasonable and Standard” person-to-person business traffic, Copper Canyon Communications reserves the right to alter Customer’s Service(s) to a metered plan or to terminate Service.

15. RENTAL AGREEMENT

Copper Canyon Communications offers a Rental Agreement for certain hardware “Rental Devices”. Terms of the Rental Agreement are set forth on the Copper Canyon Communications Website in our Legal Section under Rental Agreement. If applicable, please reference the Copper Canyon Communications Website for the Rental Agreement terms. Upon signing the Service Activation Form, you agree that you have read and understand the Rental Agreement and will abide by the Rental Agreement terms and conditions should you choose this option.

16. RULES OF USE

Customer agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use, and shall not resell, transfer or make a charge for the services or the equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of Copper Canyon Communications. Customer shall not use the Copper Canyon Communications Service to transmit any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature. Customer is prohibited from using the Service for autodialing, 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. Customer further agrees 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 in violation will result in termination of the Services and the contract balance will be due in its entirety. Any use of the Services or any other action that causes a disruption in the network integrity of Copper Canyon Communications or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services at the sole

discretion of Copper Canyon Communications. Customer understands that neither Copper Canyon Communications nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services.

17. FRAUD

Customer agrees to notify Copper Canyon Communications promptly if it becomes aware of any fraudulent or unauthorized use of its account, service or equipment. Copper Canyon Communications shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's account and the payment of all charges to Customer's account shall be the responsibility of Customer.

18. PRIVACY

Customer acknowledges and agrees that Copper Canyon Communications will provide the Services in accordance with Copper Canyon Communications' Privacy Policy.

19. MANAGED SERVICE & SUPPORT

24x7 Technical Support is included as part of the managed Hosted VoIP Service for all products and services sold, delivered and implemented by Copper Canyon Communications. Copper Canyon Communications will not provide support on products and services that are not supplied by Copper Canyon Communications or if the equipment and/or onsite environment is outside of Copper Canyon Communications' established implementation best practices.

20. DISCLAIMER OF WARRANTIES AND THIRD-PARTY ACTIONS

Except as expressly provided on our website, Customer acknowledges and agrees that the Services are provided on an "As Is", as available basis. Except as provided on our website specific to Equipment replacement, Copper Canyon Communications does not make, and hereby disclaims, any and all warranties of any kind, whether express or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose or non-infringement or title to the maximum extent permitted by law. Copper Canyon Communications does not warrant that the Services will meet the Customer's requirements or that the operation of the Services will be uninterrupted or error-free. Further, Copper Canyon Communications does not warrant that all errors in the Services can be corrected. Customer acknowledges and agrees that Copper

Canyon Communications does not and cannot control the flow of data between the Copper Canyon Communications network and third-party networks. Such flow depends on the performance of third-party networks and the services provided by third-parties. Actions or inactions caused by these third-party networks can produce situations in which Copper Canyon Communications customers' connections may be impaired or disrupted. Although Copper Canyon Communications will use commercially reasonable efforts to remedy and avoid such events, Copper Canyon Communications cannot issue any warranties over third-party networks. Copper Canyon Communications disclaims any and all liability resulting from or related to the performance, nonperformance or incorrect performance of third-party networks.

21. LIMITATION OF LIABILITY

At no time shall Copper Canyon Communications, 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 indirect, special, incidental, consequential, punitive or exemplary damages however caused and whether in contract, tort or under any other theory of liability, including, without limitation, personal injury, wrongful death, property damage, loss of business or potential business, goodwill, work stoppage, lost profits or revenue regardless of whether such losses were foreseeable by either party. Copper Canyon Communications' liability for damages arising out of any errors, mistakes, omissions, interruptions or delays in service or caused by it, its agents or contractors or any other failure to perform a duty under this Agreement shall not exceed an amount representing the proportional charge for the services applicable to the period during which the services were affected. No action against either party arising out of these Terms may be brought by the other party more than as provided for in this Agreement and if not otherwise specified, no later than one year after the cause of action has arisen.

22. INDEMNIFICATION and SURVIVAL

(a) Indemnification. The Customer agrees to indemnify and hold Copper Canyon Communications harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against Copper Canyon Communications by a third party arising from or relating to: (i) any act, error, omission, fault, negligence or misconduct of Customer or any user of the Service or Equipment; (ii) Customer's material breach of the Rules of Use; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the gross negligence or willful misconduct of Copper Canyon Communications; (iv) any claim by any customer of Customer, User, or any other third party relating to, or arising from, Customer's use of the Services or Equipment; or (v) violation of any law or regulation by

Customer, any User, or any Customer employee, contractor, or agent.

(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.

23. SERVICE DISRUPTION

Copper Canyon Communications will use commercially reasonable efforts to minimize service disruptions and outages. In the event of service disruptions or outages, Customer's sole remedy, and Copper Canyon Communications' sole obligation, shall be to provide the service level credits and/or remedies for the applicable Service in accordance with the Service Activation Form.

24. FORCE MAJEURE

Neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, labor shortage or dispute, governmental act or failure of any third party service or network, provided that the delayed party (a) gives the other party prompt notice of such cause, and (b) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

25. NOTICES

Notices regarding the following may be posted on Copper Canyon Communications' website: (i) modifications, impositions or increases to regulations and Fees; (ii) new or modified documentation, including but not limited to the Copper Canyon Communications Service Level Agreement, Privacy Policy, Warranty and other internal documents; (iii) changes to rates, other than those affecting Customer under this Agreement; and (iv) new Services and information.

26. GOVERNING LAW / RESOLUTION OF DISPUTES

The Agreement and the relationship between Customer and Copper Canyon Communications shall be governed by the laws of the State of Texas without regard to its conflict of law provisions, and any dispute between the parties, including Customers failure to pay any sum due hereunder, shall be heard in the Courts of the State of Texas, Travis County, or the United States District Court for the Texas Western District. If Copper Canyon Communications is required to commence legal action to enforce the

terms of this Agreement, Customer shall be liable for attorney fees and costs in connection with such legal action.

27. BREACH

In the event of Customers breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, Customer shall reimburse Copper Canyon Communications for all attorney's fees, court fees, collection, and other costs incurred in the enforcement of Copper Canyon Communications' rights hereunder and Copper Canyon Communications may keep any deposits or other payments made by Customer.

28. ENTIRE AGREEMENT

The terms and conditions of this Agreement, the Service Activation Form(s) and any and all additional Agreements and applicable Service Addendum(s) constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of Copper Canyon Communications and Customer. The parties agree that any limitations of liability, exclusions, and disclaimers of warranties and indemnification obligations are essential to the parties entering into this Agreement, will survive the termination of the Agreement, and will apply even if the Agreement is found to have failed of its essential purpose.