

SIP Trunking

Terms and Conditions

Neturallyspeaking's SIP Trunk Service Agreement (the "Agreement") is between Neturallyspeaking, Inc. ("NeturallySpeaking") and the Customer, said Customer is identified below. Service and facilities provided are based on the Terms and Conditions contained herein and are subject to change with updated versions of this document available for viewing and download on <http://www.neturallyspeaking.com/content/legal>. Customer accepts said Terms and Conditions and agrees to be bound by them.

Definitions:

"911 Services" means functionality that allows end users to contact emergency services. 911 Services include Enhanced 911 Service, which have the ability to route an emergency call to the Public Safety Answering Point ("PSAP") assigned to the primary Subscriber address and provide the Subscriber's address and DID/DOD information.

"ANI" means Automatic Number Identification.

"Customer VoIP Application" means the Class 5 VoIP application provided by Customer in connection with Neturallyspeaking's SIP Trunk service.

"DID/DOD" means a telephone number assigned by Neturallyspeaking to Customer for use by a Subscriber with Neturallyspeaking SIP Trunk service.

"Directory Listings" means the listing of a Subscriber's telephone number in the ILEC directory for a Market.

"International" means anywhere outside of the continental United States, including Alaska and Hawaii.

"IP" means Internet Protocol.

"LCA" means a geographical local calling area (determined by the applicable ILEG) containing one or more Rate Centers.

"LNP" means local number portability.

"NADP" means the North American Dialing (or Numbering) Plan.

"Operator and Directory Assistance" means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

"PSTN" means the public switched telephone network.

"Rate Center" means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPAINXX codes.

"SIP" is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

"Subscriber" means an individual, end-user or telephone device assigned a DID/DOD.

"TN" means a telephone number assigned by Neturallyspeaking to Customer (or that Customer ports to Neturallyspeaking) and used by Customer in connection with Neturallyspeaking SIP Trunk for service.

"Toll Free Number" or "TFN" means a telephone number that supports NADP and is assigned by Neturallyspeaking to Customer that Customer ports to Neturallyspeaking for use with the Neturallyspeaking SIP Trunk.

"U.S. Domestic" means the continental United States (excluding Alaska and Hawaii).

"VoIP" means voice over IP.

1. Services Provided. Provided that Customer is not in default of its obligations stated herein, Neturallyspeaking shall provide Customer with the Service ordered in the Neturallyspeaking Service Order Form, which Service Order Form is incorporated herein by reference, for the Service Term, the Service Term being defined in Section 11. If Customer has purchased or leased Equipment from Neturallyspeaking or its certified third party leasing company then the Customer must install Equipment in accordance with instructions provided by Neturallyspeaking (or its third party vendor). In addition Neturallyspeaking Equipment must be used solely for the purpose of Service utilization. Customer is solely responsible to obtain, use and operate any equipment not provided by Neturallyspeaking that may be used in association with the Service.

2. Service Description. Neturallyspeaking SIP Trunks is a bundled virtual trunking service providing inbound, outbound local and long distance voice services via a Neturallyspeaking assigned DID. The service will route between a Customer's IP address and either the PSTN or another IP address with Neturallyspeaking delivering traffic to the Customer's gateway device or IP-PBX via an internet protocol connection using Session Initiation Protocol ("SIP") signaling. Each SIP Trunk enables a single concurrent call but can be oversubscribed with multiple Neturallyspeaking assigned DIDs being accessible via a single trunk. SIP Trunks also include static 911 services, 411, Operator services, inbound caller id, caller location or white page listing. Only TNs or Toll-Free TNs provided by Neturallyspeaking or ported to the Neturallyspeaking network can be used in conjunction with this service.

3. Service Limitations. Neturallyspeaking SIP Trunk service does not include any Class 5 features (e.g. call waiting, call forwarding, voicemail, etc.), nor will the service provide any of the following call types: 976, 900, or 101 Oxxx. Outbound local, 911, outbound 800 calls or 411 calls are only available if the call's originating Automated Number Identification (ANI) is a Neturallyspeaking assigned DID or a DID that has been ported to the Neturallyspeaking network. All special configurations are subject to Neturallyspeaking's approval and Neturallyspeaking reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of Neturallyspeaking's network may be blocked by Neturallyspeaking.

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4. Emergency Services Dialing. CUSTOMER ACKNOWLEDGES AND AGREES THAT 911 SERVICES SHALL ONLY BE AVAILABLE IN THE RATE CENTER ASSOCIATED WITH THE PARTICULAR NATURALLYSPEAKING ASSIGNED DID ASSIGNED TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES THAT THE NATURALLYSPEAKING SIP TRUNK SERVICE MAY NOT SUPPORT TRADITIONAL 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL PHONE SERVICE. CUSTOMER AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE OF THE POTENTIAL COMPLICATIONS ARISING FROM TRADITIONAL 911 OR E911 DIALING. CUSTOMER ACKNOWLEDGES THAT 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS FOR SERVICE USE MAY CAUSE ALL 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, MAY RESULT IN 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT NEITHER NATURALLYSPEAKING, ITS UNDERLYING CARRIER, NOR THEIR OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND I HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING AND I AGREE TO INDEMNIFY AND HOLD HARMLESS NATURALLYSPEAKING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF 911 CALLS. FOR 911 OR E911 TO BE ACCURATELY ROUTED, THE CUSTOMER IS PROVIDING A NATURALLYSPEAKING ASSIGNED DID OR ONE PORTED TO NATURALLYSPEAKING AS THE ORIGINATING ANI FOR ALL 911 CALLS.

5. Service Availability. The Service is available throughout the Service Term, except in the case of scheduled maintenance of the Naturallspeaking network and/or its underlying carrier's network. Naturallspeaking will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of Service. Naturallspeaking may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers.

6. Interop Requirement. Prior to the provisioning of Service, Customer must successfully complete interoperability ("Interop") testing with Naturallspeaking. Customer will receive an email from the Naturallspeaking Interop team with instructions on how to prepare Customer network to use the Service. Customer shall review the "SIP Trunk Solution Overview & Interop Specifications Guide", at <http://www.Naturallspeaking/content/legal> to identify all necessary interoperability requirements. Should the Interop yield compliance requirements the Customer does not wish to or cannot meet, this Agreement may be terminated without penalty to the Customer.

7. IP originated traffic. All user traffic must be IP originated. "IP Originated" shall mean voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer's originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adaptor, etc.) to a TCP/IP gateway. Traffic identified as non-IP originated is subject to incremental \$.05 per minute charges.

8. Porting Numbers. Naturallspeaking will require a completed and signed Letter of Authorization ("LOA") for any numbers or toll free numbers the customer wishes to port. Applicable LOAs are attached hereto. In addition, Naturallspeaking will require a recent, applicable copy of the Customer's current phone bill which contains the Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by Naturallspeaking before Naturallspeaking initiates the port request.

9. Service Activation Date. Naturallspeaking will work with the Customer to establish an initial activation date upon which their SIP Trunk solution will be activated. This date will be based on the Customer's requested date as well as the Confirmed Port Date Naturallspeaking receives from its underlying provider. The Confirmed Port Date is the date upon which the Customer's current voice provider has agreed to port the numbers to Naturallspeaking. The Confirmed Port Date typically cannot be set any earlier than two (2) to four (4) business weeks after the port request was initiated. Upon submission of the port request, Naturallspeaking will request a port date that coincides as closely as is reasonably possible with the initial activation date arrived at with the Customer. However, since the port interval is a product of the accuracy of the information provided to Naturallspeaking by the Customer as well as the processing speed of the Customer's current voice provider, Naturallspeaking akes no guarantees about how soon a Customer's number can be ported, but will work with its underlying carrier and the Customer to make sure the port date coincides as closely as possible with the activation date requested by the Customer. When Naturallspeaking receives the Confirmed Port Date, Naturallspeaking will assign a Service Activation Date based on the aforementioned criteria and will communicate this date to the customer. If the Customer wishes to change the requested service activation date, Customer must communicate, in writing, the new requested date to their VoIP Installation Specialist within forty-eight (48) hours of the issuance of the service activation date. Such further date changes by Customer will be met by Naturallspeaking on a best effort basis

10. Service Activation Appointment. Naturallspeaking will attempt to arrange an Activation Appointment with the Customer on the Service Activation Date whereby a Naturallspeaking VoIP Activation Specialist will contact the Customer to walk them through connecting their equipment, guide them through any applicable features of any equipment provided by Naturallspeaking and service, and make test calls. Such test calls will consist of outbound and inbound calls within the Naturallspeaking core VoIP network between the Customer site and the Naturallspeaking Network Operations Center ("NOC") as well as any other outbound and inbound calls of the Customer's choosing. The Service Commencement Date shall be date when both the voice components are delivered and the customer accepts the service.

Naturallspeaking takes on no responsibility for installation or configuration of customer PBX or any responsibility related to connecting a customer's PBX to any Naturallspeaking provided equipment. Customer's PBX vendor or some other service provider will implement this connection and any related PBX configuration.

11. Service Term. The initial Service Term for the Naturallspeaking Service provided to Customer shall be at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term selected on said Service Order Form. After such initial term, Service shall continue to be provided on a month-to-month basis, unless terminated in writing by Naturallspeaking or by Customer via email pursuant to Section 21 of this Agreement. The initial Service Term plus the continuation of Service as provided in this Section 11 are referred to collectively as the "Service Term." (The Agreement Term is coterminous with the Service Term.)

12. Maintenance, Support, and Repair for Equipment Purchased from Naturallspeaking. If Customer has purchased Equipment from Naturallspeaking, then Customer shall allow Naturallspeaking reasonable access to the Equipment as required to provide Service ordered by Customer. All Equipment purchased from Naturallspeaking is subject to the terms and conditions set forth in the Manufacturer's or Publisher's warranty, end-user license, or agreement applicable to such Equipment, with no warranty of any kind from Naturallspeaking. Customer shall reimburse Naturallspeaking, on a time and materials basis as documented in an invoice, for the entire cost to repair and/or replace any of the Equipment in the event that equipment requires replacement due to (a) misuse, (b) failure to exercise reasonable care, (c) altering original Naturallspeaking configuration, (d) damage, (e) theft, or (f) disaster. If replacement equipment is requested, Naturallspeaking will ship preconfigured replacements to arrive at Customer site within 48 hours. Customer shall return any faulty Equipment to Naturallspeaking within ten (10) days of receiving the replacement equipment or pay for such equipment. Customer will not receive compensation for downtime associated with equipment replacement or repair. Upon inspection of the returned equipment, Naturallspeaking will determine if the reason for replacement was covered by an applicable manufacturer's warranty. If covered by such a warranty, Naturallspeaking will reimburse Customer for the replacement of the equipment upon receipt of warranty from manufacturer.

13. Charges for Service. The monthly recurring charge(s) ("MRC") and any non-recurring charge(s) ("NRC") for Service is stated in said Service Order Form. Service charges are exclusive of applicable taxes and surcharges, including the Federal Universal Service Fund surcharge that Naturallspeaking passes on to its Customers if it is charged to Naturallspeaking. At its sole discretion, Naturallspeaking may require a security deposit to continue the

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provisioning of Service should a credit check on Customer yield an insufficient credit score. Additionally, at its sole discretion, Neturallspeaking reserves the right to demand immediate payment by wire and block Customer's voice traffic should Neturallspeaking determine Customer's usage exceeds their approved level of credit. Except for items specifically outlined in this agreement, Neturallspeaking shall not increase pricing during the initial Term of a Customer Order, but thereafter Neturallspeaking may increase pricing upon at least thirty (30) days' written notice. All rates and charges are subject to change immediately in the event there are mandated surcharges or taxes imposed by federal, state or governmental agency. Notwithstanding the foregoing, in the event any Regulatory Activity, Neturallspeaking reserves the right, at any time with as much advance written notice as reasonably possible and without liability, to: (i) pass through to Customer all, or a portion of, any changes or surcharges or taxes directly or indirectly related to such Regulatory Activity; (ii) modify the Service, rates (including any rate guarantees), promotions, terms and/or conditions of this Agreement in order to conform to such action; or (iii) if such Regulatory Activity materially and adversely impairs the provision of Service under the Agreement, as reasonably determined by Neturallspeaking, terminate the Agreement.

14. Specific Charges for SIP Trunk Service.

Disconnect Charges: For any request to disconnect or port out a Neturallspeaking assigned TN, a non-recurring charge of \$5 per TN will be charged.

LNP Charges: For cancelled LNP request more than 48 hours before FOC, a non-recurring charge of \$6 per TN will be charged. For cancelled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per TN will be charged. For any request to reinstate, within 24 hours, a newly ported phone number to the original carrier, a non-recurring charge of \$300 per number will be assessed.

Payphone Surcharges: In the event the Customer's 8001T01I-Free TN receives any inbound calls originating from a Payphone, these calls will be subject to a charge per call. The charges are based on regulated FCC Payphone Compensation rules. These regulatory charges (approximately \$0.55 per call) will be passed through directly to the customer.

Local & Inbound Minute Thresholds: Each SIP trunk is subject to a monthly cap limiting the amount of inbound and local outbound minutes to two thousand (2,000) per trunk. Any inbound or local outbound minutes exceeding 2,000 will be billed at \$.018 per minute. This cap is a soft cap, meaning that its enforcement will not be automatic but will be at the discretion of Neturallspeaking should the customer's usage exceed this usage cap in any given month. If a customer has purchased service under the Channel 3 year term promotional offering their monthly cap will be one thousand five hundred (1,500) minutes per trunk.

Long Distance Minimum Threshold: For any month in which the average sum of a Customer's SIP Trunks' interstate, intrastate or international long distance traffic not reach 300 minutes, Neturallspeaking reserves the right to enforce a minimum threshold of 300 minutes. The per-minute rate applied will be \$.019. This threshold is a soft threshold meaning that its enforcement will not be automatic but will be at the discretion of Neturallspeaking should the customer's long distance usage not reach the minimum threshold in any given month.

Call Rating: Calls will be rated as local calls if they terminated within subscriber's Local Calling Area associated with the call's originating ANI (which must be a Bandwidth.com assigned DID). All calls outside of a Subscriber's Local Calling area shall be rated as either intrastate, interstate or international long distance. This distinction of inter versus intrastate versus international long distance will be determined based on the Originating Automatic Number Identification (ANI) and Terminating ANI provided in the call signaling. Neturallspeaking utilizes the value in the 'FROM' field in the SIP header as the Originating ANI for establishing the jurisdiction of the call (i.e. interstate versus intrastate versus international). However, in the event a value is present in any of the SIP header fields used for caller id (e.g. Remote Party 10, P-Assert-Identity), Neturallspeaking may use this in lieu of the "FROM" field as the Originating ANI to determine the jurisdiction of a call. If Neturallspeaking cannot accurately rate a call due to an invalid or omitted Originating ANI, and its rating jurisdiction is not international, Neturallspeaking will default to rating the call at the prevailing Intrastate long distance rate. Neturallspeaking will determine the originating or terminating carrier by evaluating the Terminating ANI down to the NPA-NXX-X level. Customer is also required to maintain the originating ANI for all outbound calls and abstain from any level of ANI manipulation in the call signaling.

Local Call Rating Exclusion: Rating outbound calls as Local only applies to calls that utilize telephone numbers (DIDs) assigned by Neturallspeaking or that have been ported to Neturallspeaking's service as the originating ANI. Termination of calls from DIDs not provided by Bandwidth.com or ported to Neturallspeaking's service will be rated as either Interstate or Intrastate long distance. This distinction of inter versus intrastate long distance will be determined based on the Originating Automatic Number Identification (ANI) and Terminating ANI provided in the call signaling. If Neturallspeaking cannot accurately rate a call due to an invalid or omitted Originating ANI, and its rating jurisdiction is not international, Neturallspeaking will default to rating the call at the prevailing Intrastate long distance rate.

International Rates: If no rate schedule is attached, international rates are available at www.neturallspeaking.com/content/legal. International per minute rates are subject to change. Neturallspeaking may initially block all, or a number of high cost, international routes. A listing of these blocked routes is available on www.neturallspeaking.com/content/legal and is subject to change. Customers may have this block removed by requesting this to be removed in writing to customercare@neturallspeaking.com and copying their dedicated Neturallspeaking account executive.

Interstate LD Rates: All interstate dialing will be billed at the quoted flat, per-minute rate or rate schedule. LD interstate calls terminating to Alaska and Hawaii are exceptions with Alaska calls being billed at a \$.30 per minute rate and Hawaii calls being billed at an \$.08 per minute rate.

Intrastate LD Rates: Intrastate calls are rated and billed at a flat, per-LATA per-minute rate. These per-LATA rates can be viewed at <http://www.neturallspeaking.com/content/legal>. Intrastate rates are subject to change with 7 days notice.

800 Domestic Rates: Domestic 800 inbound calls are billed at the quoted flat, per-minute rate or rate schedule. 800 service is only available to 8001T01I-free DIDs provided by or ported to Neturallspeaking's network.

800 Offshore Rates: 800 inbound calls are rated at the flat per minute rate or rate schedule provided in the customer's with the exception of calls originating from the following locations:

1.	Alaska	\$.45
2.	Canada	\$.06
3.	CNMI Guam	\$.30
4.	Hawaii	\$.15
5.	Puerto Rico	\$.07
6.	USVI	\$.13
7.		\$.10

The per-minute rates for these locations are subject to change every 15 days and updates shall be posted in a revised Terms and Conditions document which may be viewed at <http://www.neturallspeaking.com/content/legal>.

Directory Assistance and Operator-Assisted Dialing: Neturallspeaking's SIP Trunk service may provide Directory Assistance (i.e. 411) and traditional Operator Assisted Dialing. Specific per call or per minute of use rates may apply.

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RBOC / Wireless Thresholds for Flat Rate Charges: All flat-rate per-minute rates (Interstate LD, Intrastate LD, 800 Domestic) assume at least 65% of calls terminate (or originate for 800 domestic inbound) on either an RBOC or Wireless PSTN providers. If this threshold is not met, Neturallspeaking reserves the right to charge up to an additional \$.06 per minute on the number of minutes needed to meet this threshold.

Inbound Calls With No Rating: If any inbound toll free calls cannot be accurately rated by Neturallspeaking or the carriers it works with to complete the calls, Neturallspeaking reserves the right to charge \$.06 per minute on these calls.

15. Billing Increments. Billing increments are set forth below.

Terminating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	6	6
International (excluding Mexico) Alaska and Hawaii	30	6
Mexico	60	60

16. Billing and Payment. Neturallspeaking shall bill Customer for Service rendered at the rates stated in said Service Order Form. Invoices shall include all applicable taxes, service charges, fees and surcharges. Neturallspeaking shall commence billing for the monthly recurring charges and usage (the Service) on the Service Commencement Date, as defined in Section 10. First and second month payments for the service are billed upon Service commencement. Payments are due within thirty (30) days of the invoice date. Where applicable, service charges for the first partial month of service will be pro-rated and billed. After thirty (30) days of non-payment, all fees will accrue interest at a rate of one and one-half percent (1.5%) per month or any part thereof, or the highest rate allowed by applicable law, and customer shall pay all collection costs incurred by Neturallspeaking (including, without limitation, reasonable attorney's fees). After sixty (60) days of non-payment, Neturallspeaking will give Customer written notification, by email, that Customer has committed a material breach of the Agreement due to non-payment. Said notification will be provided five (5) business days prior to Service suspension or termination. Customer must pay all outstanding charges, within said notice period, to avoid suspension or termination of Service. If Service is terminated due to non-payment, then the Termination fees described in Section 20 shall apply.

17. Resumption of Service. If Customer requests that Service be restored after a suspension or termination, Neturallspeaking has the sole and absolute discretion to restore such Service and may condition restoration upon satisfaction of such conditions as Neturallspeaking determines is necessary for its protection, including requiring Customer to execute a new agreement, pay all past due statements in full, pass Neturallspeaking's credit approval, and/or make advance payments. New nonrecurring charges also may apply to restore Service.

18. Additional NRC (if applicable). In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

Service Reinstatement Fee: \$200.00 plus any charges imposed by underlying carrier(s)

Missed Appointment Fee: \$200.00

Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)

Cancellation of Service prior to installation: \$250.00

Relocation: \$200.00

Upgrade Charge: Dependent on specific upgrade

Downgrade Charge: Dependent on specific upgrade

19. Inside Wiring for VoIP Component. It will be the customer's responsibility to provide any needed internal wiring or extensions (and required conduit, facilities, power, etc) for the Equipment and phones required to use the service.

20. Material Breach. Neturallspeaking or Customer may terminate this Agreement and the Service provided hereunder in the event of a material breach that is not cured within 30 days following the delivery of written notice specifying said breach, except in the case of serious material breaches, so judged by Neturallspeaking. Such notice from Customer must be in the form of an email sent to customer@neturallspeaking.com with "Notice of Material Breach" in the subject line of the email and Customer's contact information in the body of the email. Such notice from Neturallspeaking shall be in the form of an email to the Customer. In the event of an uncured material breach by Neturallspeaking, the Agreement and Service shall be terminated without liability to the Customer. In the event of an uncured material breach by Customer, such as early termination of this Agreement, the following termination fees shall apply, (a) the total MRC for all components of the service for the remainder of the Service Term, (b) one hundred percent (100%) of the past due balance at the time of termination, and (c) any non-recurring charges originally waived by Neturallspeaking.

21. Termination. Upon termination of Service or this Agreement not due to a material breach, Neturallspeaking will disconnect, or will cause to be disconnected, the Service, if notified by the Customer forty (40) days prior to termination of the agreement.

22. Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 23, IN NO EVENT WILL NETURALLYSPEAKING OR CUSTOMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN RELATION TO THE SIP TRUNK, DEDICATED INTERNET ACCESS SERVICE, CPE, AND/OR ANY PRODUCTS OR SERVICE PROVIDED BY THIRD PARTIES UNDER THIS AGREEMENT. NETURALLYSPEAKING'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES PAID TO NETURALLYSPEAKING BY CUSTOMER FOR THE SERVICE PROVIDED.

Neturallspeaking SIP Trunk service does not include any Class 5 features (e.g. call waiting, call forwarding, voicemail, etc.), nor will the service provide any of the following call types: 976, 900, or 1010xxx. Outbound local, 911, outbound 800 calls or 411 calls are only available if the call's originating ANI is a Neturallspeaking assigned DID or a DID that has been ported to the Neturallspeaking network. All special configurations are subject to Neturallspeaking's approval and Neturallspeaking reserves the right to terminate this agreement where proper interoperability testing has not been completed when required.

23. Indemnity. Customer shall indemnify and hold harmless Neturallspeaking from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to or by any third party, relating to or arising from (a) the use of the Service provided to Customer, whether or not Customer has knowledge of or has authorized access for such use, (b) any damage to or destruction of CPE not caused by Neturallspeaking or its agents, and (c) any material breach of this Agreement by Customer.

24. No Warranties and Customer Assumption of Risk. NETURALLYSPEAKING MAKES SERVICE COMMITMENTS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT ("SLA"); SAID SLA IS INCORPORATED HEREIN BY REFERENCE. HOWEVER, NETURALLYSPEAKING MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE NETURALLYSPEAKING SERVICE (INCLUDING NETURALLYSPEAKING.COM CPE) PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NETURALLYSPEAKING DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. NETURALLYSPEAKING EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS CUSTOMERS' USE OF ANY

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INFORMATION TRANSMITTED VIA THE SERVICE,

25. Miscellaneous. Customer acknowledges and understands that Customer is to receive the Service detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. Handwritten alterations or additions to this agreement made by Customer will not be considered part of this Agreement. This Agreement may only be modified, or any rights under it waived, by a separate written document executed by both parties. This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of North Carolina without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Wake County, North Carolina and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. Customer may not assign this Agreement without Neturallyspeaking.com's prior written consent. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Agreement headings are provided for reference purposes only.

26. Acceptable Use Policy. All use of Service must comply with Neturallyspeaking.com's Acceptable Use Policy ("AUP"), which is posted at www.neturallyspeaking.com, and is incorporated herein by reference. By accepting Neturallyspeaking.com Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. Neturallyspeaking.com reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Violation of the AUP shall be considered a material breach of this Agreement pursuant to Section 20,

27. RFC 3261 Compliance. This service is based on RFC 3261 - "SIP-Session Initiation Protocol" and requires Customer to conform to this standard. In the event Neturallyspeaking.com determines that Customer is in violation of RFC 3261 and this violation prevents Neturallyspeaking from accurately rating or billing Customer's calls, Neturallyspeaking.com reserves the right to bill the customer based on their estimated usage and rates, based on Neturallyspeaking's discretion,

Date: _____

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