



Cloud PBX Business Phone Service



Think Big Anywhere, Anytime!

When it comes to choosing how to communicate with customers and clients, small business owners realize the importance of having a phone line. However, most owners are not fully aware that a Cloud PBX system comes with a variety of cost effective phone features that help to maintain a well-organized communication system in a business environment. At a fraction of the cost of AT&T and Verizon, VOIP.com's Cloud Business Phone Service connects business calls to you and your staff anywhere, anytime!

Reliability that goes Above & Beyond

VOIP.com uses a nationwide fault-tolerant network with built-in redundancy. When reliability in your phone service should be a given, VOIP.com delivers with 99.99% annual uptime as a trusted leader in telecommunications.

Advanced Call Settings and Features

VOIP.com's customizable call features have been described by one customer as "the Swiss Army knife" of phone systems. Have important callers simultaneously ring your mobile phone and your desk phone, have voicemails and faxes emailed to you automatically and block those pesky telemarketers.

Remote Staff are now part of the Office

Whether you have three remote offices or three hundred people working from home, VOIP.com's Cloud PBX brings all the features of the office to everyone. And with mobile apps for Android and iPhone, the office can be wherever you are.

Cloud Portal Phone System Customization

No two companies are exactly the same and no two offices want their phone system setup the same way. Easily add/delete/modify users and Auto Attendants without the expense of "calling the phone guy" anymore.

Plug-and-Play installation

Each phone system is delivered preconfigured and tested. Installation is designed for the average user to get their office up and running in under an hour. Need help? VOIP.com Priority Business Support is available seven days a week from our California offices.

voip.com

All Cloud PBX Users Get:

- Unprecedented Reliability
- Advanced Call Settings
- Remote Office Capability
- Phone System Customization
- Plug-and-Play Installation

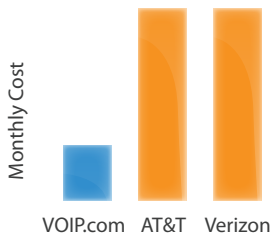
You'll never pay more for premium features, they're included with all plans!

- 3-Way-Calling
- 911, 411, and Operator Services
- Advanced Call Forwarding
- Anonymous Call Rejection
- Business Group CNAMs
- Call Logs
- Call Waiting/Hold
- Caller ID Block
- Caller ID with Name Support
- Direct International Dialing
- Direct Inward Dial
- Directory Listing
- Do Not Disturb (DND)
- Fax-to-Email
- Incoming Call Manager
- International Telephone #s (in 50 Countries incl. Canada)
- iPhone & Android Mobile Apps
- Keep Existing Phone Numbers
- Multi-Line Hunt Groups
- Music On Hold
- Online Call Management
- Online Dashboard
- Optional Non-Local Number
- Soft Phone
- Telemarketer/Block List
- Toll Free Numbers Available
- Unlimited Local & Long Distance
- User Portal
- VoiceMail & VoiceMail-to-Email

For more info or to place an order, please call us at
1-888-331-8125

Business Phone Service That's 70% Less Than Verizon & AT&T!

A great business deserves great phone service! At VOIP.com we believe a feature rich phone system should be the minimum. With our Cloud PBX Plans you will never pay for premium features, allowing you to focus on your business and its bottom line.



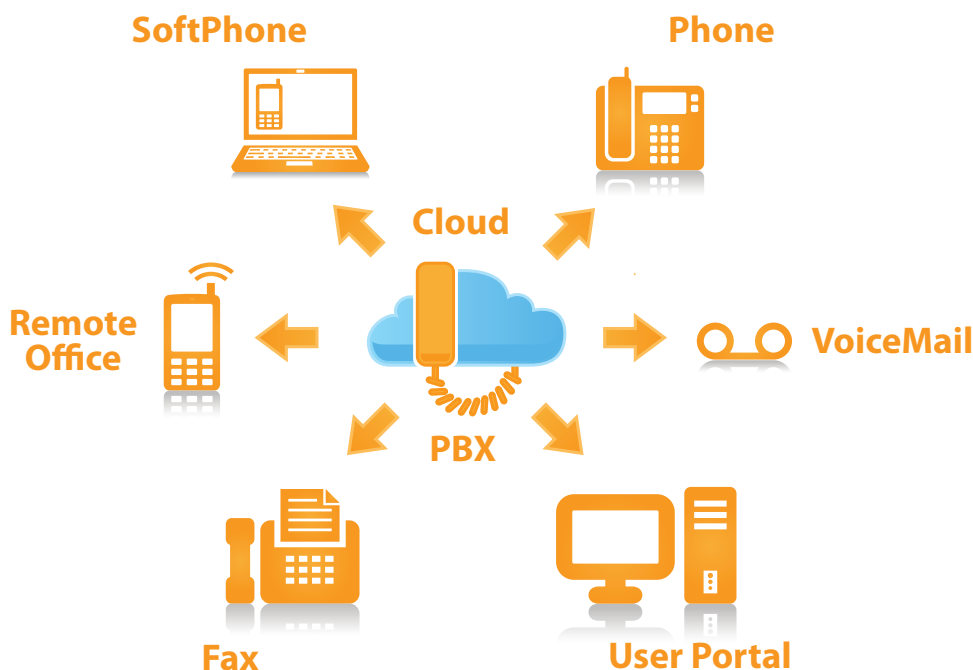
30 Day Money Back Guarantee!

	Cloud PBX Standard	Cloud PBX Global
What you Get:	<ul style="list-style-type: none"> Unlimited Calls All Cloud PBX Features VOIP.com Cloud Support Free Global Calling 	<ul style="list-style-type: none"> Unlimited Calls All Cloud PBX Features VOIP.com Cloud Support Unlimited Global Calls <i>(see website for Free countries)</i>
1 Year Contract: (line/month)	\$19⁹⁵	\$29⁹⁵
2 Year Contract: (line/month)	\$17⁹⁵	\$24⁹⁵
Added Features: (price/month)	\$15⁰⁰ per Auto Attendant. \$5⁰⁰ per Telephone Number. \$9⁹⁵ per Fax Line.	

Make yourself available from practically anywhere with our Mobile Apps!
(Disclaimer: Our Mobile Apps have not been tested on the Moon)



Get the Freedom to Stay Connected In & Out of the Office



voip.com
1-888-331-8125



**Do you need Handsets?
We've got you covered.**



SPA 303 - 3 Line Phone

- Monochrome graphical LCD
- Menu-driven user interface
- Dual switched Ethernet ports
- Speakerphone
- Call hold
- Call waiting
- Caller ID name and number
- Outbound caller ID blocking
- Call transfer
- 3-way call conferencing
- Automatic redial
- Call logs (60 entries each)
- Personal directory
- Do not disturb

Lease to Own available on this model for only **\$4.95** a month for 2 years



SPA504G - 4 Line Phone

- Active line indication
- Menu-driven user interface
- Name and identity displayed
- Call number using name
- Speakerphone
- Call hold
- Call waiting
- Caller ID name and number
- Outbound caller ID blocking
- Call transfer
- 3-way call conferencing
- Automatic redial
- Call logs (60 entries each)
- Personal directory
- Do not disturb
- Anonymous caller blocking
- Multiple ring tones
- Number with name matching
- Date and time
- Call timer
- Distinctive ringing
- User-downloadable ring tones
- Speed dialing, eight entries
- Group paging

Lease to Own available on this model for only **\$7.95** a month for 2 years



Prepared By Eva Mata
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 E-mail evam@voip.com

Created Date 1/7/2014
 Expiration Date 2/7/2014
 Quote Number 00003258

Contact Name Robert Pepper
 Phone (914) 472-4351
 Email robertpepper@gmail.com

Bill To Name Robert Pepper

Ship To Name Robert Pepper

Product	Sales Price	Quantity	Total Price
Auto Attendant	\$15.00	1.00	\$15.00
Edgemarc Voice Router	\$0.00	1.00	\$0.00
Leased SPA303 (24mo Lease)	\$4.95	10.00	\$49.50
Phone Number (DID)	\$5.00	1.00	\$5.00
Standard Support (2 year)	\$17.95	10.00	\$179.50

Subtotal	\$249.00
FSLs	\$28.98
Activation Fee	\$0.00
Regulatory Recovery Fee	\$19.80
E911 Service Fee	\$9.90
CA Sales Tax	\$0.00
Grand Total	\$307.68
Recurring Monthly Total	\$307.68

Customer Signature

1 Monthly recurring charge includes estimated taxes.

2 Taxes & Fees are based on Service Address and may change on receipt of full address details. They include government fees and taxes that we collect and are required by federal, state or local law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911) . This section may also include certain fees and costs incurred by us as a result of providing service, such as universal service fees (FSLs) . We elect to collect them in order to recover or help defray the costs we incur . These fees, and what is included in the fees, may vary by locale and may change from time to time without notice. Please note that equipment taxes will be calculated based on Shipping Address.

3 We collect the Regulatory Recovery Fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.

4 Note that ship time will adjust according to when the order is actually placed.

5 The pricing in this quote is pending authorization by VOIP.com



Business Order Form

20847 Sherman Way ■ Winnetka, CA 91306

Customer Information					
Business Name:					
Service/E911 Address:					
City:		State:		Zip:	
Telephone:		Fax:			
Nature of Business:			Date Business Established:		
Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor					
Fed ID #:			Duns or DNB#:		
Principle Name #1:			Principle Name #2:		
Title:		Email Address:		Title:	
				Email Address:	
Contact Name:			A/P Contact Name:		
Title:		Email Address:		Email Address:	
Alternate Telephone (i.e. cell):			Telephone:		
Fax:			Fax:		
Shipping Address:					
City:		State:		Zip:	
Credit Card Information					
Credit Card #:					
Expiration		CCV		MC <input type="checkbox"/>	Visa <input type="checkbox"/>
				Amex <input type="checkbox"/>	Disc <input type="checkbox"/>
Billing Address:					
City:		State:		Zip:	
Account Information					
Username:			Password: changeme (this can be altered once you log in to your account)		
Desired Caller ID (max 15 characters including spaces):					
Transferred Telephone Numbers					
Selected Telephone Numbers					
Static IP Address (for SIP Trunking orders only):					

By signing this application, I certify that I have supplied true information and authorize VOIP.com to obtain business credit reports in connection with this application.

Customer Signature: _____ Date: _____

Name: (Please Print) _____ Title: _____



Master Service Agreement

These Terms and Conditions of Service (the "Agreement") are entered into by and between the subscriber ("you," "your" or "Subscriber") and Quality Speaks LLC dba VOIP.COM ("VOIP.COM", "us", or "we"). Please be aware that, any of the following actions, without limitation or qualification, constitutes your acceptance and agreement to be bound by and to comply with all of the terms and conditions of service of this Agreement: (a) your submission of an order; (b) your accepting the terms and conditions electronically during the ordering process; or (c) your use of the Service (as defined herein). Initial charges, including first month service and shipping and handling charges are non-refundable immediately upon submission of an order. This Agreement includes the terms set forth herein, the Acceptable Use Policy, the Privacy Policy, and all other materials specifically referred to in this Agreement, all of which are incorporated herein by reference. This Agreement sets forth the terms and conditions under which you agree to use the Service and covers all or VOIP.COM's plans. If you do not or are not willing to be bound in its entirety by these terms and conditions of service, do not proceed. Copyright and Licenses: The entire contents of this Agreement, the Services and VOIP.COM's website are protected under the United States copyright laws. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. GENERAL PRICING AND FEES. VOIP.COM's prices are shown in the Pricing Schedule and you will be charged based on the Plan and Options you select during the ordering process. A Subscriber who selects a "Month to Month" Plan (a "Monthly Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Monthly Subscriber at the time of order. However, such monthly prices are subject at any time to increase to VOIP.COM's then current prices. A Subscriber who selects a "1 Year Contract"

Plan (a "Contract Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Contract Subscriber at the time of order. Such monthly prices for Contract Subscribers are guaranteed for the initial twelve (12) month Term. Following the initial twelve (12) month Term, a Contract Subscriber will automatically become a Monthly Subscriber and will pay VOIP.COM's then current prices, subject to increase as described above, unless such Subscriber registers for a new "1 Year Contract" Plan at such time, to the extent available. In addition to regular fees set forth in the Pricing Schedule, you agree to pay all other charges, including but not limited to network usage, applicable taxes, fees and surcharges, including charges imposed against VOIP.COM by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected in your monthly charge. The current Regulatory Recovery Fee is one dollar and 98 cents (\$1.98) for all clients. E911 Recovery Fee is ninety-nine cents (\$0.99) for all clients in the US and Canada. VOIP.COM collects a Federal, State and Local Services (FSLs) Recovery fee for most voice services. This fee is a percentage of billable service, and covers a variety of taxes, surcharges and fees billed by federal, regional and local agencies. The current rate is 11.64%, and is subject to change without notice. When possible, VOIP.COM will break out such charges on the monthly invoice.

2. PAYMENT, LATE FEES AND OTHER

CHARGES. There are no pro-rated refunds for unused time. All services will be charged via automatic credit card withdrawal. Unless otherwise stated in the Pricing Schedule, VOIP.COM will invoice and charge Subscribers monthly. Subscribers are responsible for paying monthly subscription fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, VOIP.COM will continue to electronically charge the credit card on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to a fifteen dollar (\$15.00) reconnection fee. Any requests for a change in telephone number are subject to a fifteen

dollar (\$15.00) change fee. Subscribers are responsible for any disputed charges beyond sixty (60) days from the date of the charge. Any account which goes into collection status will be transferred to a collection agency and incur a twenty-five dollar (\$25.00) processing fee and all other applicable fees and charges. Subscribers must pay a twenty-five dollar (\$25.00) service charge on disputed credit cards and credit card chargebacks. Past due accounts will accrue a monthly charge of one and one-half percent (1.5%) of the past due balance or one dollar (\$1.00), whichever is greater.

You are responsible for all charges attributable to your account incurred with respect to the Services. You agree to notify VOIP.COM immediately, in writing or by calling the VOIP.COM customer care line at (888)607-6937, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. VOIP.COM, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold VOIP.COM harmless from all claims, costs, liabilities and damages arising out of such fraudulent use.

2.1 International Calling. International calling is enabled by default. Customers may enable or disable it at anytime by logging into their My Account page. All International calls are billed at their respective international rates which are updated on the first Tuesday of each month. Any and all call charges are rounded to the nearest whole penny. Each customer account is given a credit limit for international calls. If an international calling balance exceeds the credit limit prior to their next bill date, the account will be charged the balance immediately. Failure to pay will result in suspension of service. All international calls are subject to an FCC-mandated Universal Service Fund recovery charge. This rate changes quarterly based on the information located at the [FCC Website](#).

2.2 Directory Assistance and Operator Services. Directory Assistance is charged at \$0.99 per call and \$0.10 per minute after two minutes. Directory Assistance is enabled by default on all new phone lines. Operator calls are billed at \$3.00 per call. Operator calling is disabled by default on all new

phone lines, but may be activated using the My Account Dialing Options.

2.3 Answer to Seizure Ratio (ASR). For each billing cycle, if a Subscriber's outbound call attempts (including calls with a duration less than 6 seconds) exceed their completed calls by a factor of three (3) or more, VOIP.COM reserves the right to charge an additional \$.003 per call attempt for each call attempted, completed or not, during that billing period. This ratio is calculated at the end of each monthly billing cycle, based on the ASR over the entire billing period.

2.4 TERM. This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or VOIP.COM pursuant to this Agreement.

3. TERMINATION BY SUBSCRIBER. Subscriber may terminate this Agreement at any time for any reason by providing VOIP.COM with a thirty (30) day written notice in the form of a valid written termination request and paying all fees and other charges accrued or otherwise payable under the terms of this Agreement. Initial charges, including first month service and shipping and handling charges are non-refundable immediately upon submission of an order. Such thirty (30) day period begins on the date on which VOIP.COM receives Subscriber's valid written termination request. A Monthly Subscriber's termination will be effective on the later of (a) the end of last day of the calendar month during which such thirty (30) day period ends (e.g., a valid written termination request received by VOIP.COM any time during January will result in termination effective at the end of February) or (b) the end of last day of the calendar month requested by the Monthly Subscriber. A Contract Subscriber's termination, if received by VOIP.COM at least thirty (30) days prior to the end of their Contract Term, will be effective at the end of such Contract Term, unless such Contract Subscriber requests an earlier date. Notwithstanding the foregoing provisions of this section 8, if VOIP.COM receives a written termination request from a Subscriber, VOIP.COM may, in its sole discretion, terminate this Agreement on a date earlier than the date otherwise prescribed by this section 8. If this Agreement is terminated prior to the end of a Contract Subscriber's Contract Term, such Contract Subscriber must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an early termination fee in the amount of ninety-nine dollars(\$99.00) ("Early Termination Fee") or the remainder of the contract amount, whichever is less. In the event a Contract Subscriber terminates

this Agreement prior to the end of their Contract Term because of a service-related problem not caused by the Subscriber that VOIP.COM has failed to cure after what VOIP.COM determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply, the reason for the waiver stated above must have occurred before termination and the Subscriber must report such reason for termination to VOIP.COM in the Subscriber's valid written termination request. VOIP.COM must in turn be given the opportunity to resolve the problem and the Subscriber must be willing and able to troubleshoot with VOIP.COM. VOIP.COM does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's Internet service will never constitute a termination request. A written termination request is valid only if it includes your VOIP phone number, main username, date you wish the service to be cancelled and is submitted using one of the following approved methods:

Via Email to: cancel@voip.com

Via fax to: (818) 301-7465

Via mail to: VOIP.COM

Attn: Cancellation Department

VOIP.COM

20847 Sherman Way

Winnetka, CA 91306

4. TERMINATION BY VOIP.COM. If, in VOIP.COM's sole and absolute discretion, (a) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, VOIP.COM's servers or other equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with VOIP.COM's technical support staff, customer service staff or any other VOIP.COM employees or representatives; (d) VOIP.COM receives an order from a court of competent jurisdiction to terminate a Subscriber's Service; or (e) VOIP.COM for any reason ceases to offer the Service, then VOIP.COM at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the equipment charges set forth herein, if applicable.

5. TERMINATED SUBSCRIBER. VOIP.COM, in its

sole and absolute discretion may refuse to accept a Subscriber's application for renewal or re-subscription following a termination or suspension of such Subscriber's use of the Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by VOIP.COM, may enter into a new Agreement and must pay a new setup or activation fee as provided above. Upon the termination of a Subscriber's use of the Service, VOIP.COM has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

6. EMERGENCY SERVICES - 911 DIALING

6.1 Dialing 9-1-1. VOIP.COM uses the same national 911 network that all traditional telephone companies use. Be aware that 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. Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning. Disconnection of your account will prevent all Service, including 911 Dialing, from functioning. Your ISP, 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. If you suspect this has happened to you, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. You acknowledge that VOIP.COM is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which 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 disconnect the Service in accordance with this Agreement. 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.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, by way of illustration but not limitation, call routers, call centers and local emergency

centers.

6.2 Alternate 9-1-1 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should make arrangements for an alternate means of accessing traditional 911 or E911 services or disconnecting the Service. You understand that additional arrangements should be made to access emergency services. To access emergency services, you acknowledge and accept that it is your sole responsibility to purchase, with a third-party separately from VOIP.COM, traditional wireless or wireline telephone service that offers access to emergency services. You further recognize that VOIP.COM is not a replacement for your primary telephone service and you are hereby advised to maintain a traditional wireline or wire-based telephone service at all times. By agreeing to these terms of service and by your use of the Device, you acknowledge and accept that the Device may not support or provide emergency service at all times. You represent and warrant to VOIP.COM that you already have made additional arrangements with a third party to access emergency services.

6.3 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.

6.4 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 expressly disclaim any and all responsibility for the conduct of such 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 VOIP.COM nor any of its officers, directors, members 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 arise from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless VOIP.COM, its officers, directors, members, 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, attorneys 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.

6.5 Notify All Users. You should inform all household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device will include a sticker concerning the potential non-availability of basic 911 or E911 (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.

7. WARRANTIES AND LIMITATIONS OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT AND SOFTWARE SUPPLIED HEREUNDER ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED BY VOIP.COM (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). VOIP.COM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, SOFTWARE AND EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY VOIP.COM OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF VOIP.COM TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT

WARRANTED.

VOIP.COM DOES NOT WARRANT OR GUARANTEE THAT VOIP SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VOIP.COM HAS ACCEPTED YOUR ORDER FOR VOIP SERVICE. THE PROVISIONING OF VOIP SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VOIP.COM SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY PROVIDED EQUIPMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT).

VOIP.COM DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY VOIP.COM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED OR ERROR-FREE. VOIP.COM SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. VOIP.COM MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR THE INTERNET. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, THE EQUIPMENT AND THE INTERNET GENERALLY. YOU AGREE NOT TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

IN NO EVENT SHALL VOIP.COM (OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, REGARDLESS

OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VOIP.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO VOIP.COM'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH VOIP.COM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), VOIP.COM'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

VOIP.COM RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE.)

WITHOUT (A) INCREASING ANY OF THE LIABILITIES OR OTHER OBLIGATIONS VOIP.COM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS ARE OTHERWISE SUBJECT TO PURSUANT TO THIS AGREEMENT OR SUBJECTING VOIP.COM (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS TO ANY ADDITIONAL LIABILITIES OR OTHER OBLIGATIONS OR (B) INCREASING ANY OF THE RIGHTS YOU ARE OTHERWISE ENTITLED TO PURSUANT TO THIS AGREEMENT OR PROVIDING YOU WITH ANY ADDITIONAL RIGHTS,

THE MAXIMUM AGGREGATE LIABILITY OF VOIP.COM (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF YOUR PREPAID FEES, IF ANY.

8. INDEMNIFICATION. You agree to defend, indemnify and hold harmless VOIP.COM and its officers, directors, members and employees from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, the Software, the Equipment or the Internet.

9. REVISIONS. VOIP.COM may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to our website at http://www.VOIP.COM/voip_terms.aspx. You agree to visit this page and the links therein periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Subscribers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, a Subscriber accepts and agrees to the revisions and to abide by them. Any Subscriber who does not agree to the revision(s) must terminate their Service immediately.

10. ASSIGNMENT. You agree not to assign or otherwise transfer, this Agreement in whole or in part,

including the Software or your rights or obligations under it. Any attempt to do so shall be void. VOIP.COM may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

11. CHOICE OF LAW. You and VOIP.COM agree that the substantive laws of the state of California except to the extent such law is preempted for inconsistent with Federal law, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable Federal law. To the fullest extent permitted by law, you and VOIP.COM agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. COMPLIANCE. VOIP.COM's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

13. THINGS BEYOND VOIP.COM'S CONTROL. VOIP.COM will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

14. ENTIRE AGREEMENT. This Agreement, including all policies posted on VOIP.COM's website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and VOIP.COM with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or

electronic, are void.

15. NOTICE. Notices by VOIP.COM to you shall be deemed given: (a) when sent to your primary contact email address, (b) when deposited in the United States mail addressed to you at the address you have specified in your account options or (c) when hand delivered to your home, as applicable.

16. ACCEPTABLE USE. Subscriber agrees to use the VOIP Service in accordance with VOIP.COM's acceptable use policy ("Acceptable Use Policy"), published at <http://www.VOIP.COM.com/cloudpbxtos.aspx>. VOIP.COM reserves the right to make changes to the Acceptable Use Policy without notice.

17. PRIVACY POLICY. VOIP.COM will treat each Subscriber's personal information in accordance with VOIP.COM's privacy policy ("Privacy Policy") published at http://www.VOIP.COM.com/privacy_policy.aspx. Subscriber agrees to the terms of the Privacy Policy. VOIP.COM reserves the right to make changes to the Privacy Policy without notice.

18. SURVIVAL. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

19. ELECTRONIC COMMUNICATIONS. When you visit VOIP.COM, sign up for service with us, or send e-mails to us, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically in return. It is the responsibility of the subscriber to maintain and update a valid email address with VOIP.COM at all times. VOIP.COM will not be held responsible for interruptions in service or cancellation of service for non payment due to an email not being received by the subscriber or filtered out by the email provider being utilized by the subscriber. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. VOIP.COM sends regular account notifications, balance notifications, and subscription renewal emails, these emails cannot be opted out of. Periodic newsletters and feature update announcements can be opted out of by the subscriber by clicking a link at the bottom of all optional email correspondence.

Business Name

Signature

Name

Title

Date



Exhibit A Cloud PBX Services

1. CALLING

1.1 Long Distance. Unlike most telephone service providers, VOIP.COM provides all local and long distance minutes within the continental US as a bundle within your package. Actual long distance minutes are measured but not charged.

1.2 Global Plan. Subscribers may opt for a Global Plan calling package, which extends the included calling to seventy five countries worldwide. Global Plan must be enabled for all extensions, and Subscribers may not mix and match Standard Plan extensions and Global Plan extensions. Included countries are subject to change without notice. For the most recent list of countries, please see http://www.voip.com/voip_international.aspx.

1.3 Acceptable Use. VOIP.COM Cloud PBX is designed for typical business phone use. "Unlimited" refers to that type and level of usage. "Typical" refers to the calling patterns of 98% of customers on a similar calling plan. Utilization arising from unacceptable use, such as auto-dialers, resold service, abusive calling patterns, or anything causing network congestion can result in suspension or cancellation of service. VOIP.COM reserves the right to charge an overage fee of \$0.02/minute for utilization exceeding typical calling patterns.

1.3 Unprovisioned 911 Calls. For each billing cycle, if a Subscriber places one or more 911 calls but does not have a valid 911 address on file with VOIP.COM, VOIP.COM shall charge \$75 for each call placed. These charges are non-negotiable and Subscriber waives the right to dispute these valid charges.

2. MONEY BACK GUARANTEE. VOIP.COM.com proudly stands behind our service with our 30 day satisfaction guarantee. Within the first 30 days of your activation you may upgrade or downgrade to any of our current promotional rates or cancel your plan with absolutely no hassle. If cancelling, simply contact customer service requesting cancellation, return the hardware to us and a full refund will be issued. Customer only bears the cost of return shipping and any usage-based calls (example: Operator or International calls).

3. EQUIPMENT.

3.1 Subscriber Supplied Equipment. VOIP.COM provides the option for Subscribers to supply their own IP Phones and Phone Adapters. If a Subscriber supplies their own equipment, the Subscriber assumes the risk of service incompatibility. Incompatible Subscriber equipment shall not relieve Subscribers from any of their obligations under this Agreement while troubleshooting defective or incompatible equipment even if Subscriber's Service is down during such periods of troubleshooting. VOIP.COM reserves the right to alter the firmware on Subscriber's ATA in order to guarantee security and compatibility with VOIP.COM's service. Any device used with VOIP.COM's service must not be locked or currently provisioned to any other provider and you must have the admin password for said device. **3.2 Converting From Subscriber Supplied Equipment to VOIP.COM Supplied Equipment.** Should a Subscriber who has supplied their own hardware wish to instead utilize VOIP.COM's leased equipment, this option is available by contacting our Support Department. Subscriber must authorize VOIP.COM to charge their account a one-time fee for shipping and handling of this equipment, based on the current shipping rates for new customers.

3.3 Converting From VOIP.COM Supplied Equipment to Subscriber Supplied Equipment. Subscribers may convert from VOIP.COM leased equipment to their own equipment by contacting our Support department. Any Leased equipment must be returned to VOIP.COM within 30 days of converting to Subscriber Supplied Equipment.

3.4 Equipment Replacement. If any VOIP.COM leased equipment appears to be malfunctioning, the Subscriber must contact Technical Support and work with them to determine if the device is in need of replacement. Only a Technical Support representative has the ability to determine if a device is in need of replacement. If a device is determined to have malfunctioned due to manufacturer defect, a free replacement will be provided at VOIP.COM's

expense. If a device is determined to have malfunctioned for any other reason, including but not limited to incorrect power supply, customer negligence, or damage, Subscriber must pay replacement cost for the device.

3.5 Expedited Replacements and New Leases. Any customer who is receiving a new lease or replacement device has the option to request expedited shipping. To authorize expedited shipping, Subscriber must agree to one of the following charges, in addition to the appropriate standard Shipping and Handling fee: UPS 3-Day Select - \$20, UPS 2nd Day Air - \$30, UPS Next Day Air Saver - \$40

4 Call Forwarding. Certain features such as call forwarding may incur outgoing minutes automatically when they are enabled. All forwarded calls count against standard minute usage caps. Before activating these features, consider this usage and whether it will affect your usage thresholds.

5. TECHNICAL SUPPORT. VOIP.COM assumes that all Subscribers possess a basic understanding of their computers and their limitations. VOIP.COM will not train you in basic computer skills (e.g., deleting files or creating directories). Technical support is intended to facilitate the setup of your properly functioning computer system for access to our services. Your computer must have an active working connection to the internet before any technical support will be dispensed. If you are having problems connecting to the internet, you will need to contact your Internet Service Provider (ISP) for assistance getting connected first. Our technical support staff is not trained to, has no obligation to, and will not assist you in installing and/or troubleshooting modems, network cards, routers, complex network configurations or telephone lines, neither will they provide any technical assistance or support for any third party Software. The scope of support is limited to a single line analog telephone connected directly to our device. VOIP.COM is not responsible for connection problems due to a computer that is infected with viruses, spyware or malware. It is the Subscriber's responsibility to initiate and be available for technical support during VOIP.COM's hours of operation. If a Subscriber wishes to utilize VOIP.COM's technical support, the Subscriber must be available at the same location as the hardware to help troubleshoot the connection or computer setup. VOIP.COM assumes no obligation to provide support services for any third party products or services, including but not limited to the quality of the connection provided by the Internet Service Provider (ISP) or for problems with our service caused by third party products or services. It is the responsibility of the subscriber to troubleshoot any issues with third party products or services with the provider of that service. VOIP.COM does not provide on-site technical support.

5.1 Incompatibility With Other Services

(a) Non-Voice Equipment Limitations. You acknowledge that our service may not be compatible with all non-voice communications equipment, including but not limited to security systems, TTY, medical monitoring equipment, satellite television systems, PBX, Centrex, other private telephone networks, and dial-up modems. You waive any claim against VOIP.COM for interference with or disruption of these services and equipment, as well as any claim that VOIP.COM is responsible for any disruption to your business, if applicable.

(b) Hardware Compatibility Issues. There may be other internet services or hardware with which our service may be incompatible, including but not limited to: Fixed Wireless, Satellite, and Power over Ethernet connections. Some providers of broadband service may provide modems that prevent the transmission of communications using our service. We do not warrant that our services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of our service with any particular broadband service.

6. CALLER ID SERVICE. VOIP.COM sends current Caller ID information with every call placed. Caller ID information is the business name, with a maximum of 15 characters. Caller ID information is not customizable. VOIP.COM has no control over the information that any terminating telephone company chooses to display. All telephone carriers update their Caller ID information periodically, but many companies do not update as often as VOIP.COM sends updated data. If a disparity is found between the information that VOIP.COM is sending and the information that a terminating telephone company is displaying, it is the Subscriber's responsibility to contact the terminating telephone company and request that they display the correct data. VOIP.COM is not responsible for errors involving spelling, punctuation, or capitalization of Caller ID information.

7. VOICEMAIL RECOVERY If a customer wishes to have voicemails that have been deleted from their account recovered for any reason, a thirty-five dollar (\$35) processing fee will be incurred. This is a single charge regardless of the number of messages recovered. Recovery of all voicemails is not guaranteed. If no voicemails are eligible for recovery the fee will not be incurred. Partial recoveries will still incur the processing fee.

8. Toll-Free Numbers. Toll Free numbers can be attached to any VOIP.COM service plan. Toll-Free numbers cost \$5 per month plus \$0.02 per minute, billed in 6 second increments after the first minute.

Terminating Destination	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)	Rate per Minute
Toll-Free (Inbound)	60	6	\$0.02

9. Billing Increments. Any and all call charges are rounded to the nearest whole penny. Current billing increments for available new plans are as follows:

Terminating Destination	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)	Rate per Minute
U.S. Domestic & Canada	60	60	Included
Calling a Toll-Free Number	60	60	Included
VOIP.COM to VOIP.COM	60	60	Included
International (Excluding Mexico)	60	6	See International Rates
Mexico	60	60	See International Rates
U.S. Domestic SIP Trunking	6	6	varies by plan

10. ACCOUNT USERNAME The primary username on a customer account may not be changed after the account has been created.

11. PHONE NUMBER CHANGES. Phone number changes will incur a one-time fifteen dollar (\$15) processing fee.

12. TRANSFERRING NUMBERS. VOIP.COM gives customers the option of transferring telephone numbers to or from our service. If transferring a number away from VOIP.COM, it is the customer's responsibility to cancel their service after the number has successfully transferred. Disconnected telephone numbers are not eligible for transfer to or from our service. Cancelling an order to transfer a telephone number to VOIP.COM will require a \$100 expedite fee to cancel.