

TERMS AND CONDITIONS

CONTRACT AND APPENDIX REFERENCES

This agreement between VIP Voice Services, LLC (may also be referenced hereinafter as "Provider") and the customer (hereinafter referred to as "Customer") referenced in the attached quote is related to the services provided by VIP Voice Services, LLC. Said services are described and outlined in the attached quote(s) and furthermore referenced as Appendix A of the Contract (Appendix B, C, D, etc. if applicable). Said quote(s) and appendices shall define the pricing structure and billing cycles for services rendered to Customer by VIP Voice Services, LLC. The combination of the Terms and Conditions set forth in this document ("Terms and Conditions") and all quotes, appendices and supplemental attachments shall collectively constitute the Contract ("Contract").

SERVICE

VIP Voice Services® provides telecommunications services, including local exchange telephone service, on a month-to-month basis according to residential or business subscriber agreements. For the purpose of computing charges, a month is considered to have 30 days. For a description of subscribed services and all applicable rates as they will appear on the bill, please refer to the Contract that summarizes the specific services the Customer has subscribed to. Specific terms and conditions of all Contracts are subject to the regulations in VIP Voice Services' Local Exchange Tariff ("Tariff") for the particular exchange from which service is to be furnished. The Tariff is on file with the Public Utility Commission of Oklahoma (Commission) and may be viewed on VIP Voice Services' website at www.vipvoiceservices.com. Failure to make payments for charges for telecommunications services incurred under the Contract and Tariff may result in suspension or disconnection of service following notification. Failure on Customer's part to observe contractual and tariff regulations shall give VIP Voice Services the right to suspend or cancel the Contract and/or suspend or discontinue the furnishing of service without notice. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law. Customer abandonment of equipment or service is regarded as a voluntary termination of the Contract, requiring full payment of the remaining unpaid balance under the Contract. Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes VIP to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. In addition to any other termination rights in this Agreement, VIP may terminate this Agreement without liability at any time prior to installation of Services or if VIP determines that Customer's location is not reasonably serviceable according to VIP's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to VIP. "Acceptance" of the Agreement by VIP shall occur upon the earlier of (i) VIP's countersignature of this Agreement or (ii) VIP's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by VIP, Customer shall be liable for VIP's costs incurred. If VIP Equipment is not returned to VIP after disconnection of Services, Customer shall be liable for the VIP Equipment costs.

AVAILABILITY OF FACILITIES & LIMITATION OF LIABILITY

VIP Voice Services will use reasonable efforts to make services available to Customer on or before a particular date but does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer. VIP Voice Services reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, when necessary because of lack of facilities, or due to some other cause beyond the

company's control. The furnishing of telecommunications services is subject to the continuing availability of all necessary rights and facilities and is limited to the capacity of VIP Voice Services' facilities and facilities VIP Voice Services may obtain from other carriers from time to time as required at its sole discretion. VIP and/or its agents shall not be liable for damages for failure to furnish or interruption of any services, nor shall VIP or its agents be responsible for failure or errors in signal transmission, lost data, files or software damage regardless of the cause. VIP shall not be liable for damage to property or for injury to any person arising from the installation or removal of equipment unless caused by the negligence of VIP. Under no circumstances will VIP be liable for any indirect, incidental, special or consequential damages, including lost profits, arising from this agreement or its provision of the services. Except as provided in this agreement, there are no other agreements, warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the services. Services provided are a best-efforts service and VIP does not warrant that the services, equipment or software shall be error-free or without interruption. Internet and Wi-Fi speeds will vary. VIP makes no warranty as to transmission or upstream or downstream speeds of the network.

EMERGENCY 911 AND E911 SERVICES

VIP Voice Services' VoIP service provides 911 or E911 emergency calling access to police, fire and medical services. By entering into the Contract, Customer agrees and consents to the release of information under the 911 or e911 services. With E911 service, when Customer dials 911, Customer's telephone number and registered address is simultaneously sent to the local emergency center assigned to Customer's location, and emergency operators have access to the information they need to send help and call Customer back if necessary. Customers in locations where the emergency center is not properly equipped to receive Customer's telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have Customer's call back number or Customer's location, so Customer must be prepared to give them this information. Until Customer gives the operator Customer's phone number, they may not be able to call Customer back or dispatch help if the call is not completed, dropped, or disconnected. If Customer has call forwarding, do not disturb, or other features programmed and in use at the time Customer dials a 911 call and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer dialed the call. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify Customer's phone number in order to call Customer back if Customer's call is not completed, dropped or disconnected, or if Customer is unable to speak to tell the emergency dispatcher or operator Customer's phone number and/or if the service is not operational for any reason.

ADDITIONAL 911/E911 INFORMATION:

If Customer does not provide the correct address when Customer registers for the services or if Customer relocates their VIP Voice Services EMTA Equipment to a new address and does not register the new address with VIP Voice Services, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of Customer's E911 calls. Do not relocate the VIP Voice Services EMTA Equipment for any reason without contacting VIP Voice Services Communications and following the procedures outlined in the section describing VIP Voice Services EMTA Equipment. During service outage, service suspension, power failure or disruption, 911/E911 will not function in the event of a power failure that extends beyond exhaustion of the VIP Voice Services EMTA Equipment battery or other disruption in service, such as termination or suspension of Customer's account or service by VIP Voice Services for nonpayment or Customer's breach of the Contract.

PRE-INSTALLATION CANCELLATION FEE

If the Customer denies service from VIP after contracts have been signed, prior to installation of product, services and hardware, there will be a fee assessed for contract cancelation equal to 5% of the total Initial Contract Term billing.

CANCELLATION OF SERVICE BY CUSTOMER

After all product, services and hardware is delivered onsite, if the Customer cancels service for any reason, the Customer hereby agrees to fund the remaining Contract Term or any subsequent Renewal Term(s) in full ("Early Termination Fee"). The Early Termination Fee shall be VIP's net services/hardware Contract unpaid balance then due, plus all future payments contemplated within the remaining Contract Term including equipment residual, plus all taxes due or accrued and out-of-pocket expenses incurred in connection with any collections efforts, including but not limited to reasonable attorney's fees and legal costs arising in any legal action, whether by or against VIP, and all expenses of retaking, storing, restoring and remarketing the equipment, if any.

NUMBER PORTABILITY

At Customer's request, VIP Voice Services will "port," or transfer, Customer's current telephone number(s) upon transferring service from another carrier in the same service area. Customer may need to have the previous carrier's balance paid in full in order to port said number(s). It is not necessary to change telephone numbers when transferring service, unless Customer requests a new telephone number or Customer's current telephone numbers are not portable.

CUSTOMER PAYMENT OF BILL

Customer is responsible for payment of all charges for services furnished by VIP Voice Services that appear on Customer's monthly bill, including charges for telecommunications services originated and/or charges accepted at Customer's telephone. Bills for local exchange service will normally be rendered monthly, will show the period of time covered by the billings, the bill due date, and a clear listing of all charges due and payable. Recurring charges will be billed monthly, in advance of the month in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due by the close of business on the payment due date printed on Customer's bill. If the due date shown on the bill falls on a holiday or weekend, the due date is extended to the next business day. VIP Voice Services reserves the right to impose a late payment fee to any account for which payment is not received by the due date on the bill.

ADMINISTRATIVE FEES

VIP Voice Services reserves the right to impose on its Customer reasonable administrative fees in order to safeguard interests in providing service to the general public, and as a result of failure to make prompt payment on bills. Customer will be assessed a charge of \$30.00 for each check, bank draft, or electronic funds transfer which a financial institution refuses to honor. In the event VIP Voice Services incurs fees or expenses, including attorney's fees due to the collection of delinquent debt, Customer will be liable to VIP Voice Services for the payment of all such fees and expenses that are reasonably incurred.

REGULATORY FEES AND TAXES

Customer is responsible for the payment of line items on Customer's bill(s) associated with regulatory and non-regulatory assessments and surcharges, franchise fees, privilege and license fees, and local, state and federal taxes assessed upon VIP Voice Services by governmental jurisdictions, all of which are separately designated on Customer's bill. Any taxes imposed by a local jurisdiction (i.e., county and municipality) are recovered only from those customers residing in that local jurisdiction.

FEDERAL UNIVERSAL SERVICE FUND (FUSF) FEE

FUSF is a federal fee for a fund that helps bring affordable basic phone service to all Americans, including schools, libraries and rural health care providers. All telecommunication companies, including long distance, local, wireless and pay phone providers, add this charge to cover their required support for the fund. The fee is set by the FCC.

STATE SALES TAX AND LOCAL SALES AND USE TAXES

According to state law, state and local taxes are levied on tangible personal property and taxable services, including amusement services, cable television services, personal services, repair and remodeling services, aircraft services, telecommunications services, real property services, and data processing services. These taxes are considered a part of the total sales price of the telecommunications services provided by VIP Voice Services. State sales taxes, and local sales and use taxes are collected by VIP Voice Services, on a monthly basis, and the proceeds are passed on to the appropriate state or local governmental entity. Eligible tax-exempt entities are entitled to a waiver of state and local sales taxes and are required to furnish VIP Voice Services with a copy of their exemption certificate.

Privacy Policy

Provider is committed to ensuring the Client's privacy is protected. For the purposes of this policy, Client is defined as any person, entity, or organization having negotiated with Provider as it relates to telecommunications, internet, or email services. Should Provider ask the Client to provide certain information by which the Client can be identified, then the Client can be assured that it will only be used in accordance with this privacy statement.

1. Provider may collect the following information: name, contact information including email address, phone number, demographic information such as zip code, preferences, and interests, and other information relevant to customer surveys and/or offers.
2. Provider requires this information to understand the Client's needs and provide better service, and in particular for the following reasons: internal record keeping, improvement of Provider's products and services, and periodic promotional emails about new products, special offers, or other information which Provider thinks the Client may find interesting using the contact information which you have provided.
3. From time to time, Provider may also use the Client's information to contact Client for market research purposes. Provider may contact Client by email, phone, or mail. Provider may use the information to customize the services according to the Client's interests.
4. Provider is committed to ensuring the Client's information is secure. In order to prevent unauthorized access or disclosure, Provider has put in place suitable physical, electronic, and managerial procedures to safeguard and secure the information collected online, digitally, or on paper.

By using the Provider's website and services, the Client agrees to opt-in to receive promotional emails and marketing communication. If the Client no longer wishes to receive such communications, the Client is free to opt-out at any time by following the unsubscribe instructions in the email or text message communication or by contacting the Provider directly.

CONTRACT TERMS & OTHER CONDITIONS

The initial term length ("Initial Contract Term") of this Contract is defined in Appendix A of the Contract (Appendix B, C, D, etc. if applicable) and shall commence on the date all billable services outlined in the Contract are activated for Customer use ("Contract Commencement"). The Contract will automatically renew at the end of the Initial Contract Term and all subsequent Renewal Terms on the anniversary date of the Contract Commencement, for a 12-month period ("Renewal Term(s)"). All equipment provided by VIP Voice Services as part of the services outlined in the Contract will remain property of VIP Voice Services throughout the Initial Contract Term and all subsequent Renewal Terms. Should either party decide to terminate this Contract, Customer agrees to return said equipment to VIP Voice Services in good working condition. The Customer also agrees to replace any damaged,

lost, or stolen equipment at the Customer's expense and that all billable services for the affected equipment will remain active until such is satisfactory to VIP Voice Services. Early termination by the Customer during the Initial Contract Term, or any subsequent Renewal Terms, will result in the full balance of the remaining months, in said Term, becoming due at the time of termination notice. If there are any unpaid balances against this Contract from billing periods prior to termination notice, those unpaid balances must be paid in full for termination request to be completed and billable services disconnected. Termination of this Contract, at any point during the Initial Contract Term or in any subsequent Renewal Terms, requires a written 30-day notice from the Customer to VIP Voice Services. Notice may be sent via email to contracts@vipvoiceservices.com or via US Mail to PO Box 1117, Coweta, OK 74429.