



This agreement ("Agreement") is between Voipia Networks, Inc. and an end user ("End User") of the Voipia Networks IP Phone Service. Any Voipia Networks services or products ("Services") provided to End User shall be governed by the terms and conditions herein. By activating the Services, End User acknowledges receiving, reading and understanding this Agreement and accepts the terms and conditions herein.

1. TERMS AND CONDITIONS. The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by End User, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issues by end user at any time are hereby objected to by Voipia Networks, and any such documents shall be wholly inapplicable to any sale made or service rendered hereunder and shall not be binding in any way on Voipia Networks. No waiver or amendment to this contract or these terms and conditions shall be binding on Voipia Networks unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of Voipia Networks.

2. SERVICE TERM AND CONDITIONS OF SERVICE.

2.1 Service Term. The term of this Agreement ("Term") begins on the date that End User purchases Services and continues monthly for the duration of the service Term. The initial equipment, shipping, set-up fee, and applicable taxes are charged at time of set-up. Billing for the service will start when the phone equipment arrives, or if no phone equipment is provided by Voipia, billing for service will start when the 1st call is placed by the End User. At the end of the current service Term, the Term is automatically renewed for like Term, unless End User provides Voipia Networks, 30 Calendar days prior to the end of the current Term, notification of intention to terminate the service. End User agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate End User of responsibility for paying all unpaid, accrued charges due hereunder.

2.2 Business Use of Service and VoIP Device. If you subscribe to Voipia's Business services, the Service and any Certified VoIP Devices are provided to you solely for Business use. You shall not resell or transfer the Service or the VoIP Device to another party without our prior written consent. You are prohibited from using the Service or the VoIP Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the VoIP Device is, or at any time was, inconsistent with normal Business usage patterns. In addition, you will be required to pay our higher rates for Business service for all periods in which your use of the Service or the VoIP Device was inconsistent with normal Business use.

2.3 Business Unlimited – Reasonable Calling Usage. Business Unlimited is an IP Phone Service product that is designed for reasonable Business use of End User only. End Users of Unlimited Plans shall not use the IP Phone Service for governmental purposes or non-profit activities, including, but not limited to, autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with reasonable Business usage. End User agrees to notify Voipia immediately if usage of the Unlimited Plan changes from Business use to any of the prohibited service types listed above and to subscribe to a higher level Business plan. Voipia reserves the right to immediately terminate or modify the Services of any End User using Unlimited Plans if Voipia determines, in its sole discretion, that End User is not using the Unlimited Plans for End User's reasonable Business use. If Voipia determines that End User's calling patterns exceed reasonable Business use, End User will be required to switch to a Premium Unlimited Plan with higher rates for all periods in which your use of the Service or the VoIP Device was inconsistent with reasonable Business use.

3. EMERGENCY SERVICES - E911 AND SERVICE REQUIREMENTS.

3.1 Definitions

3.1.1 E-911

Enhanced-911 or E-911 enables calls to be routed to Public Safety Answering Points (PSAP) such that both the calling phone number and the address are immediately available to the PSAP operator.

3.2 Description of Voipia 911 Capabilities and Warning

END USER ACKNOWLEDGES THAT VOIPIA'S VOIP EQUIPMENT AND IP PHONE SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. END USER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING END USER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN:

Voipia's IP Phone Service leverages their underlying carrier's agreements with local PSAPs nationwide to support E-911. You acknowledge and understand that the Service supports E911 access to emergency services ONLY IF THE SERVICE IS OPERATED FROM THE SERVICE LOCATION OF RECORD, and then only if the user has an active connection to the service, in accordance with these Terms of Service.

3.3 Service Outage

3.3.1 Power Failure or Disruption. You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

3.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by Voipia. You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by Voipia will prevent ALL Service including 911 dialing.

3.3.3 Service Outage Due to Suspension of Your Account. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues may prevent ALL Service, including 911 dialing.

3.3.4 Other Service Outages. You acknowledge and understand that if there is a service outage for ANY reason, such outage may prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

3.4 Failure to Designate the Correct Physical Address When Enrolling or Changing Your Address. Failure to provide the current and correct physical address and location of your Voipia equipment during enrollment or change of address will result in any 911 communication you may make being routed to the incorrect local emergency service provider and will likely prevent a timely response to your emergency. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address. It is your responsibility to contact Voipia with a new address should you move the VoIP device.

3.5 Use of Service From Different Location. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your VoIP Device to a different street address. Failure to provide the current and correct physical address and location of your VoIP equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider. This emergency service provider may not be able to provide emergency services.

3.6 Alternative 911 Arrangements. You acknowledge that Voipia does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

3.7 Softphones. Voipia 911 dialing cannot be used in conjunction with a VoIP Soft Phone application, and is only available on Voipia-certified Devices or Equipment.

3.8 Automated Number Identification. At this time it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. Voipia's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not Voipia, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

3.9 Automated Location Identification. When calling from a mobile VoIP phone it is impossible to pinpoint your exact location. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

3.10 Disclaimer of Liability and Indemnification for e911. 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 disclaim all responsibility for the conduct of 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 Voipia nor its officers 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 arose from our gross negligence, recklessness or willful misconduct. You shall defend,

indemnify, and hold harmless Voipia, its officers, directors, 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.

3.11 End User's Responsibility. It is the responsibility of the End User to check back regularly with Voipia Networks to determine if their service location qualifies for e911 Service. Voipia has placed a hyperlink button on our website under the Support Section and on the Current Customer's My Account Page where visitors can enter their Service Address and find out if that Service Address is qualified for e911. The e911 coverage expands weekly, so check back often. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

3.12 Non-Voice Systems. End-User acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. By consenting to these terms and conditions, End-User waives any claim against Provider for interruption or disruption of such systems by the Services.

4. EQUIPMENT.

4.1 To provide the Services, Voipia Networks may provide Equipment to End User. All Equipment shipments are F.O.B. Voipia Network's facility. Voipia Network's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to End User upon delivery to carrier. End User will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Service. End User shall be required to obtain authorization from Voipia Networks to return any Equipment. Voipia Networks will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. Voipia Networks will not cover replacement for lost, stolen, mistreated or modified equipment. Equipment returned by End User that is not covered under warranty may be refused by Voipia Networks, and End User will be responsible to pay return shipping charges.

4.2 If End User receives cartons and/or equipment that is visibly damaged, End User must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, End User must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact Voipia Network's customer care department immediately. To obtain a return authorization number, End User must contact billing@Voipia.net.

5. BILLING, CHARGES AND PAYMENT.

5.1 Payment. Upon purchase of the Service, End User must provide Voipia Networks with a valid credit card number from an accepted issuer (American Express, Discover, MasterCard or Visa). End User authorizes Voipia Networks to charge the credit card number provided by End User ("Credit Card") for all charges arising from End User's use of the Services. End User agrees to notify Voipia Networks of any change to the credit card information including, but not limited to, changes in account number, expiration date or billing address. Voipia Networks shall not be responsible for any charges made by the Credit Card issuer to End User's Credit Card account for exceeding credit limit, insufficient funds or other reasons.

5.2 Credit Terms. All Services provided to End User and covered by the Agreement shall at all times be subjected to credit approval or review by Voipia Networks. End User will provide such credit information or assurance as is requested by Voipia Networks at any time. Voipia Networks, in its sole discretion and judgment, may discontinue credit at any time without notice.

5.3 Security Deposit.

5.3.1 Credit Worthiness. Voipia Networks' Credit Department shall have the right to determine the credit worthiness of a customer. In some cases, it may be necessary for the customer to deposit funds (Deposit) with Voipia to secure services. A Deposit of funds may be required before services are activated or at any time during the relationship between Voipia and customer in order for Voipia to continue to provide services to customer. The amount of Deposit required shall solely be determined by Voipia's Credit Department. The Deposit shall be made via certified check or by completion of a Credit Card Authorization form. Services shall not be provided until requested funds are deposited and verified.

5.3.2 Deposit Terms. At no time shall the Deposit be used to pay for services provided under an existing Service Agreement with Voipia Networks. Customer shall still be required to make timely payments for services provided by Voipia. During any bill cycle, if a customer's service charges exceed the amount of funds on deposit with Voipia, customer may be required to make an immediate payment to continue service. The amount of payment required and the time frame to make said payment shall be determined solely by Voipia's Credit Department. The payment shall be made via a Credit Card Authorization form with funds verified or via a certified check sent overnight to Voipia with a tracking number provided upon request.

5.3.3 Deposit Return Terms. The total deposited funds shall be returned to customer with in 30 Calendar Days after completion of the customer's Service Agreement with Voipia Networks. A customer's account balance with Voipia must be paid in full to qualify for the returning of deposited funds. Any Breach or Default of the relationship between Voipia and customer, as spelled out in paragraphs 9 and 14 of the Service Agreement, may result in the non-return of a portion or all of the funds on Deposit. In the case of a Breach or Default, the determination of what portion of the deposited funds Voipia will return to the customer will be decided by Voipia's Credit Department. As with all Voipia Service Agreements, a customer's ability to make timely payments shall be a determining factor in the continuation of service with Voipia Networks.

5.4 Billing. Voipia Networks will provide End User with a monthly invoice for the Services via email and bill all charges invoiced to End User's account to the Credit Card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. Voipia Networks reserves the right to charge the Credit Card for toll charges at any time if End User's cumulative toll charges for the current month exceed two thousand dollars (\$2000.00). Voipia will notify customer when they have exceeded the \$2000 ceiling and inform customer of our intention to charge their credit card on file. Call Detail Records can be provided, if customer requests a review. Billing for monthly service fees commences upon delivery of IP Phone equipment, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated. Thereafter, billing for monthly phone services will occur in advance of the month the Services are provided, whereas billing for any toll or long-distance charges will occur in arrears.

5.5 Late/Non-Payment. If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined Credit Card charges, Voipia Networks may suspend or terminate the Services and all accrued charges shall be immediately due. Voipia Networks will charge End User interest (1.5% per month) on those charges and a late fee of 1% of the owed balance. If End User fails to pay Voipia Networks within 30 days of billing date, Voipia Networks has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, End User agrees to immediately pay all amounts owed to Voipia Networks. Re-establishment of Service fees of \$50.00 and a penalty of \$25 apply to ALL disconnected accounts. Upon disconnect a valid credit or debit card will be required to reinstate service. If payment is not made in full within 60 days, Voipia Networks has the right to repossess the End User unit to offset monies owed without liability for damage or trespass.

5.6 Taxes. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by End User and will be added to any amounts otherwise charged to End User unless End User provides Voipia Networks with an appropriate exemption certificate. If any amounts paid for the Services are refunded by Voipia Networks, applicable taxes may not be refundable. At the present time, under the terms of Voipia Network's IP Phone service, federal excise taxes are applicable, as are sales taxes on the ATA or IP Phone equipment.

5.7 Credits. End User acknowledges and agrees that the Services are provided "as is, where is." Credit allowances are under the sole discretion of Voipia Networks.

5.8 Discounts. From time to time in its sole discretion, Voipia Networks may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered by End User upon purchase of the Services. End User shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.

5.9 Billing Disputes. End User must dispute any charges for the Services within thirty (30) days of receipt of the monthly on-line invoice or End User waives any objection.

6. TOLLS. Every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the Plan. Every call to or from Equipment using the Services that originates or terminates with a SIP service provider that is not affiliated or associated with Voipia Networks will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the Plan. Specific Service Plans from Voipia, such as Business VoIP Gold, Business Unlimited, and VoIP Access lines have unlimited calling to Local calling areas, Domestic Long Distance calling areas, and calls to Canada. Calls to a phone number outside the United States to a non-Voipia Networks account or IP partner will be charged at the current rates published on the Voipia Networks website. The duration of each call from the US to international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. Calls to Mexico are rounded to the minute.

7. TELEPHONE NUMBER. Telephone numbers provided by Voipia ("Number") to the End User shall be leased and not sold without the approval of Voipia management. End User is not to use the Number with any other device other than the Equipment without the express written permission of Voipia Networks. Voipia Networks reserves the right to change, cancel or move the Number at its sole discretion. If, however, the End User chooses to 'port' their existing phone number into the Voipia Networks IP Phone service, the End User shall also be able to 'port' the number out of the Voipia Networks network

upon termination of service if the End User has maintained an account in good standing with Voipia Networks. All requests to move phone numbers away from Voipia during or at the end of a satisfied Service Term require management approval.

8. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. End User shall not modify the Equipment in any way without the express written permission of Voipia Networks. End User shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, End User is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. End User shall immediately notify Voipia Networks of any lost or stolen Equipment and shall cooperate with Voipia Networks in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At Voipia Network's sole option, failure to report lost or stolen equipment in a timely manner will cause End User to be responsible for all service fees accrued until the time that Voipia Networks is informed of the loss or theft and can effect a termination of the Services.

9. PROHIBITED USES. Any use of the Services or any other action that causes a disruption in the network integrity of Voipia Networks or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. End User understands that neither Voipia Networks nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End User agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Use of service shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or standard business usage. The prohibited usage listed above can result in additional charges being added to the account.

10. CHANGES TO THE AGREEMENT, SERVICES OR PLAN. Voipia Networks reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan ("Change of Service"). In the event of a Change of Service, Voipia Networks will post to the website currently located at http://www.voipia.net/Voipia_TandC_bw.pdf. Notice will be considered received by End Users and such changes will become binding to End Users, on the date the changes are posted to the website ("Change Date"), and no additional notice will be required. If End User does not send Voipia Networks notification of their desire to contest the changes or terminate this agreement or uses the Service within 15 days after the Change Date, End User is deemed to have accepted and consented to the change of terms and conditions of the Service. If End User does not consent to the change of service and terminates this agreement, End User will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. End User may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. At the discretion of Voipia's marketing department, a sales promotion may be created to credit the activation fee after thirty (30) days from the initial purchase of the Services for a Plan change. In no case will Voipia credit the activation fee should customer cancel Service after thirty (30) days from the initial purchase. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply. Voipia Networks may decrease prices for the Services or Plans without providing any prior notice to End User.

11. TERMINATION. End User agrees to pay for Services for the duration of the Term. End User agrees to provide Voipia Networks with thirty (30) calendar day's notice of termination. Expiration of the Term does not alleviate End User of responsibility for paying all unpaid, accrued charges due hereunder. End User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to Voipia Networks. If End User's Service Agreement is terminated prior to the end of the Service Agreement's Term, the End User will be liable for the full monthly service fees for all remaining months of service to complete the Term. Voipia Networks reserves the right, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, End User's breach of this Agreement, End User's failure to pay any sum due hereunder, suspected fraud or other activity by End User that adversely affects the Services, Voipia Networks, Voipia Network's network or other End Users' use of the Services. Voipia Networks reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End User agrees that Voipia Network's determination is final and binding on End User. Voipia Networks may require an activation fee to change or resume a terminated or suspended account.

12. PRIVACY. Voipia Networks utilizes the public Internet and third party networks to provide voice communication services. Accordingly, Voipia Networks cannot guarantee the security of voice communications of End User. Voipia Networks is committed to respecting End User's privacy. Once End User chooses to provide personally identifiable information, it will only be used in the context of the End User's relationship with Voipia Networks. Voipia Networks will not sell, rent, or lease End Users' personally identifiable information to others. Unless required by law or subpoena or if End User's prior permission is obtained, Voipia Networks will only share the personal data End User provides with other Voipia Networks entities and/or business partners that are acting on Voipia Network's behalf to complete the activities described herein. Such Voipia Networks entities and/or national or international business partners are governed by Voipia Network's privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Voipia Networks may disclose personally identifiable information.

13. TECHNICAL SUPPORT.

13.1 Customer's Responsibility. VoIP is dependant on the customer providing a Quality Local Area Network (LAN) Connection and Wide Area Network (WAN) Connection. WAN's that make use of a DSL or a Wireless Provider to bring Internet to the Customer's location are not considered Quality Internet Connections and are strongly discouraged. Customers must provide their own on-site Technical Contact that will be available to work with Voipia Support. This Customer Technical Contact is responsible for insuring the customer's on-site LAN and WAN are Clean and Operate Efficiently at all times.

13.2 Voipia's Responsibility. Voipia Networks provides basic technical support to the assigned Customer Technical Contact via telephone and e-mail for the Services and the Equipment provided. When requested, Voipia Support will attempt to diagnose why a customer's network may not be operating efficiently and then advise the Customer Technical Contact of any changes they should make to correct the inefficiency. Depending on the experience and knowledge of the Customer Technical Contact, resolving customer issues can take minutes, hours, or days. Support for other applications and/or Equipment is not provided or implied. Customers may purchase on-going and higher level technical support per devise in a monthly maintenance agreement.

14. BREACH AND/OR DEFAULT. In the event of End User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End User shall reimburse Voipia Networks for all attorney, court, collection and other costs incurred by Voipia Networks in the enforcement of Voipia Network's rights hereunder and Voipia Networks may keep any deposits or other payments made by End User to offset undisputed amount owed to Voipia Networks. If the customer is a Carrier customer, Wholesaler, Reseller, or Enhanced Voice Service Provider (EVSP) using Voipia services to provide services to their customers and that Carrier, Wholesaler, Reseller, or EVSP customer's account goes in to default, Voipia shall have the right to open a direct relationship with that customer's customers in an attempt to recoup lost revenue.

15. INDEMNIFICATION AND SURVIVAL.

15.1 Indemnification. You shall defend, indemnify, and hold harmless Voipia, its officers, directors, employees, affiliates and agents, Voipia's underlying Carriers and Vendors, and any other service provider who furnishes services to you in connection with any Voipia 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 or user of a Voipia Service, including, without limitation, 911 Dialing, or a VoIP related Device.

15.2 Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

16. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall Voipia Networks, our Suppliers, and/or our underlying Carriers be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided hereunder whether due to a breach of contract, breach of warranty, the negligence of Customer or otherwise.

17. WARRANTY AND LIABILITY LIMITATIONS.

17.1 Warranty. Voipia Networks makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither Voipia Networks nor its vendors will be liable for unauthorized access to Voipia Network's or end user's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of end user's data files, programs, procedures or information through accident, fraudulent means or devices, or and other method, regardless of whether such damage occurs as a result of Voipia Network's or its vendors' negligence. Any claim against Voipia Networks must be made within 90 days of the event of the claim and Voipia Networks has no liability thereafter. Voipia Network's liability is limited to repair, replacement, credit or refund. Voipia Networks may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than Voipia Networks. In no event shall Voipia Network's total liability hereunder exceed the amounts paid by the end user to Voipia Networks in the prior twelve (12) months from the date of claim.

17.2 Limitations of Liability. In no event shall Voipia or its suppliers or its underlying Carriers be liable to customer or any third party for any damages resulting from loss of business or profits (including, without limitation, any loss of data), or the interruption or loss of use of services, even if advised of the possibility of such damages. Neither party will be liable under any Agreement, negligence, strict liability or other theory for indirect or consequential damages with respect to any subject matter of this Agreement. Voipia and Customer agree that if Voipia should be found liable for loss or damage due from failure of Voipia to perform any of the obligations herein, Voipia's liability for damages shall be limited to one month of

Customer's monthly recurring service charges as Liquidated Damages and not as a penalty, and this liability shall be exclusive. The provisions of this section shall apply if losses or damages, irrespective of cause or origin, result directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Voipia, its Agents, Assigns, or Employees.

18. EXPORT COMPLIANCE. End User agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. End User agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

19. PHONE NUMBERS and WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, End User shall relinquish and discontinue use of any phone numbers, voice mail access numbers and/or web portals assigned to End User by Voipia Networks or its vendors.

20. PORTING CANCELLATION FEE You will be charged a non-recurring cancellation fee if we process your request to Port over a phone number and you cancel that LNP (Number porting) before it is completed.

Cancellations with more than 48 hours before Number Porting Date will be billed at \$20.00 per telephone number.

Cancellations with less than 48 hours before Number Porting Date will be billed at \$75.00 per telephone number.

Customer initiated snap-backs will be billed \$350.00 per telephone number.

21. SOFTWARE COPYRIGHT. Any software used by Voipia Networks to provide the Services and any software provided to End User in conjunction with providing the Services are protected by copyright law and international treaty provisions. End User may not copy the software or any portion of it.

22. NOTICES. Voipia Networks communicates with End Users primarily via email. Notices to End User shall be sent to the email address specified by End User at the time of registration for the Services or as subsequently specified by End User ("Email Address"). End User is responsible for notifying Voipia Networks of any Email Address changes. End User agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that End User read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

23. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL). Voipia Networks shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of Voipia Networks as may occur in spite of Voipia Network's best efforts.

24. GOVERNING LAW / RESOLUTION OF DISPUTES.

24.1 Mandatory Arbitration. Any dispute or claim between End User and Voipia Networks arising out of or relating to the Service or Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules . Disputes and/or claims arising from services provided in association with this agreement or in doing business with Voipia Networks may only be made against Voipia and not Voipia's underlying Carriers or Vendors. The arbitration shall take place in Contra Costa County, California and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

24.2 Governing Law. The Agreement and the relationship between you and Voipia Networks shall be governed by the laws of the State of California without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 24, End User and Voipia Networks agree to submit to the personal and exclusive jurisdiction of the courts located within the state of California, to the extent possible in Contra Costa County, and waive any objection as to venue or inconvenient forum. The failure of Voipia Networks to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. End User agrees 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 the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

25. ENTIRE AGREEMENT. The terms and conditions of this Agreement constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of Voipia Networks and End User.

V2.1.4-b

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