

PREMIUM CHOICE BROADBAND VOIP SERVICES AGREEMENT (Effective January 1, 2010)

PLEASE READ THIS AGREEMENT CAREFULLY.

BY USING THE SERVICES, AS DEFINED HEREIN, YOU ACKNOWLEDGE THAT (i) YOU ARE AN ADULT (18 YEARS OR OLDER) AND (ii) YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH BELOW AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN EFFECT AND AS UPDATED BY V V D FUNDING, LLC d/b/a PREMIUM CHOICE BROADBAND ("PCB") FROM TIME TO TIME. IN ADDITION, BY PLACING AN ORDER FOR THE SERVICES, YOU ACKNOWLEDGE THAT PCB WILL COMMENCE PROCESSING SUCH ORDER AND WILL INCUR EXPENSES AND OBLIGATIONS IMMEDIATELY. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICES AND YOU SHOULD CANCEL YOUR ORDER. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, PCB WILL BE UNDER NO OBLIGATION TO PROVIDE YOU WITH THE SERVICES. THE TERMS AND CONDITIONS ARE SUBJECT TO REVISION FROM TIME TO TIME. THE LATEST VERSION OF THE TERMS AND CONDITIONS MAY BE FOUND AT <http://www.premiumchoicebroadband.com/contracts> FOR PURPOSES OF THE TERMS AND CONDITIONS, YOU WILL BE REFERRED TO AS THE "CUSTOMER."

Terms and Conditions

- **Definitions:** This Services Order Confirmation and Acknowledgment of Terms and Conditions (the "Agreement") shall serve as confirmation of your Wireless service order with PCB and your acceptance of such order, including acceptance of all of the terms and conditions ("Terms and Conditions") set forth herein, as well as our Acceptable Use Policy and Terms of Service posted on our web site. You hereby authorize PCB to provide you with the Services (as defined below) for the period agreed to by you ("Customer") upon placing an order for the Services. This document may be referred to as the "Order Form."
- **Service:** You agree to purchase Voice Over IP, or VOIP, service ("Services") from PCB. Service includes voice over IP for local, domestic toll, and certain international calling originating from locations within the United States. It also includes certain calling and call management features which PCB may in its sole discretion, add, modify or delete from time to time. Services by PCB are for the sole use of you, the customer, and not for resale of any kind without the prior written consent of PCB, which may be given or withheld in its sole discretion. In the event you attempt to resell the Services, PCB may, at its sole discretion, increase the fees associated with the Services, or terminate the Services.
- **Term of Agreement:** This Agreement has an initial term of one month (the "Initial Term") and will continue on a month-to-month basis thereafter. After the Initial Term, either party may terminate this Agreement upon thirty (30) days' written notice. The Initial Term begins the day your Services are successfully installed by PCB, as recorded in its database. If PCB cannot successfully deliver the Service, this contract is implicitly terminated without penalty or cost.
- **Rates and Payment Terms:** The rates for VOIP services ("Rates") are set forth in the attached Rate Schedule. The Rates will be in effect for the Initial Term, and may be changed by us after the end of the Initial Term by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, we will bill you for all required federal, state, county, and local taxes, and all other charges as set forth in the Terms of Service. Charges for the Services will begin when the Services are installed. Payments for Services will be made monthly. You may pay by eCheck or any major credit card or debit card.
- **Default and Remedies:** You will be considered in Default of the Agreement 1) if payment for any Service has not been made within two (2) days after we have sent you a notice via e-mail that such payment is overdue and 2) for any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach, or for any breach of our Acceptable Use Policy for our Internet Access Service. If you are in Default of this Agreement, we may terminate all Services under this Agreement without further notice to you and you will be charged an early termination fee of \$250. Late payment will carry a fee of \$24.95; this includes expired credit & debit cards or returned bank drafts (eChecks).
- **Emergency Service - 911:** 911 is the official national emergency number in the United States. Dialing 911 quickly connects a caller to a Public Safety Answering Point dispatcher ("Dispatcher") trained to route that call to the local emergency medical, fire, and law enforcement agencies.
 - (A) **Required Registration of Location.** Many, but not all, 911 systems now automatically report the telephone number and location of 911 calls made from wire line phones ("e-911"). If i-911 is available within your 911 system, it will work with the Service only if you register the physical location where you will be using the Service with that phone number. If you move the Equipment to another location, any call that you make using the i-911 system may result in emergency service being sent to the registered address rather than the new location. If is you, the customer's, responsibility to register your physical location by visiting, <http://i911.pinetreetworks.com>.
If you have moved the Equipment to another location, you must register your new physical location, via the website of <http://i911.pinetreetworks.com>.

- (B) Other Limitations. 911 services will not function if your or other Equipment fails or is not configured correctly or if your Service is not functioning for any reason, including, but not limited to: a loss of electrical power or power outage, broadband service outage, or suspension or disconnection of your Service. If there is a loss of power or power outage, you may be required to reset or reconfigure your Equipment prior to being able to use your Services, including for 911 purposes.
- (C) 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.
- (D) Disclaimer, Indemnity. PCB does not have any control over whether, or the manner in which, calls using PCB's 911 dialing service are answered or addressed by any local emergency response center. PCB disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. PCB relies on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. PCB disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. PCB disclaims all liability for any Service outage and/or inability to dial 911 using your Service or to access emergency service personnel due to the 911 dialing characteristics and limitations set forth in this Agreement. You agree to defend, indemnify, and hold harmless PCB, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of the Service relating to the failure or outage of the Service, including those related to 911 dialing.
- (E) Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 dialing service, you should consider having an alternate means of accessing 911 services or disconnecting the Service.
- **Limitations:** The limited warranty shall not apply if: 1) Your equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident or abuse, or damage by any other external causes; 2) the VOIP Service or related equipment has been installed, repaired or altered by anyone other than our technical support technicians or our subcontractors or affiliates, without prior written approval; 3) the VOIP Service or related equipment is used in violation of applicable law or in violation of instructions furnished by us, if any; or 4) You have elected to waive the Equipment Protection Plan.
 - **Warranties:** The foregoing limited warranties shall be in lieu of and shall exclude all other express or implied warranties, including without limitation, warranties of merchantability, and fitness for a particular use or purpose.
 - **Use of Services:** Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to PCB's Acceptable Use Policy ("AUP") as set forth on PCB's web site at <http://www.premiumchoicebroadband.com/contracts>. Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.
 - **Service Distinctions:** The Service is not a telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the internet, and your underlying broadband service. Other things may affect Service, such as maintenance. PCB will act in good faith to minimize disruptions to your use of and access to Service.
- (A) Regulatory Distinctions. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.
- (B) Privacy and Security. VOIP communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that PCB cannot guarantee that VOIP communication is completely secure. PCB respects your privacy and treats the content of all communications as private, except as provided in this Agreement or as may be required by law.
- (C) International Service. We do not presently offer or support the Service in any countries other than the United States. PCB Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VOIP services, PCB does not represent or warrant that use of the PCB Service by you is permitted by any other jurisdictions or by any or all the ISPs. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. We reserve the right to disconnect your

Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Equipment in violation of laws of jurisdictions outside the U.S.

- (D) Interruptions in Service. The Services are provided via networks, facilities and equipment that provide the accepted industry standard levels of usability, quality and connectivity as per Federal and State Regulatory requirements. PCB does not guarantee uninterrupted usability, quality or connectivity of Services. Customer may experience an intermittent, partial or complete interruption in usability, quality or connectivity (collectively, "service disruption") of Services provided by PCB.
- (E) Port Blockage. Your internet or 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. In that event that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 dialing feature, may not function.
- (F) Power or Internet Outage. You acknowledge and understand that the Service does not function in the event of interruption of your broadband or high speed Internet access service, or in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the PCB VOIP Services.

You acknowledge that the Service should not be used as your primary method to monitor medical equipment. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service.

Company Name (commercial accounts only): _____

Authorized Signature: _____

Print Name: _____

Title (commercial accounts only): _____

Date: _____

By signing this contract you agree to the Terms and Conditions of this Agreement and the Acceptable Use Policy and Terms of Service set forth by PCB Networks LLC. PCB reserves the right to terminate or modify this Agreement at any time.