

TERMS OF USE OF SERVICE

These Terms of Use of Service constitute the agreement ("Agreement") between US LEC Acquisition Co., ("we," "us" or "US LEC") and the user ("you" or "Customer") of US LEC's information service and any related products or services (hereinafter the term "Service" shall be used to mean the information service and any related products or services acquired by Customer from US LEC whether or not the same are acquired as a Service for Residential Use or are acquired as a service for Business Use). This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter ("ATA") or any other IP connection device (collectively "Equipment") used in conjunction with the Service. The term "User" as set forth herein means the Customer or any person, whether authorized or unauthorized, using the Service and/or Equipment provided to the Customer. If Customer has acquired the Equipment from any US LEC retail dealer, Customer also will be deemed a "Retail Customer" and will be governed by certain Retail Customer terms and conditions as set forth in this Agreement.

In order to use the Service, you must be issued a user name and password from US LEC. As a user of the Service, you may use the Service only in strict accordance with this Agreement. You are responsible for maintaining the confidentiality of your user name and password and for restricting access to your computer and Equipment, and you agree to accept responsibility for all activities that occur under your user name or password with respect to the use of the Service. You agree that you will not disclose, transmit, post, give away or in any manner share your user name or password with any non-authorized party or use the user name or password for any unauthorized purpose. You agree to notify US LEC immediately of any unauthorized use of a user name or password and you agree to bear sole responsibility for any action that is conducted under your user name and password(s) in violation of the terms of this Agreement.

1. 9-1-1 DIALING FEATURE: DISCLOSURES OF AVAILABILITY AND LIMITATIONS

1.1 US LEC will provide you with a Limited 9-1-1 Dialing Feature. The Service provides you local, regional, and long distance voice calling services over your broadband internet connection. This Service is not a traditional dialtone service and traditional 9-1-1 calling services are not available to you using US LEC's Services. By accepting these Terms of Services, you acknowledge that US LEC has disclosed to you the availability of the limited 9-1-1 Dialing Feature and the lack of availability of traditional 9-1-1 calling services.

1.2 You are responsible to advise the members of your household or business, guests and other third parties as to the limitations of the 9-1-1 Dialing Feature of the Service. You will be provided warning labels that should be attached to the Equipment to warn others in your household, your guests and other third parties of the limitations of the 9-1-1 Dialing Feature. Additional labels can be obtained by contacting support at support@voiceeclipse.com. If you wish to receive traditional 9-1-1 calling services, you must maintain an alternative telephony means of contacting emergency services.

- 1.3 The 9-1-1 Dialing Feature is not automatically activated. You are responsible for activating the 9-1-1 Dialing Feature by taking affirmative steps to register the primary place of use, which is the physical service address of the location at which the Service will be, or is, used (“Primary Place of Use”). If you use the Service in a mobile manner and travel to other locations other than the registered Primary Place Of Use, you must affirmatively re-register the new physical service address to activate the 9-1-1 Dialing Feature at the new Primary Place Of Use. If you fail to update the address of the Primary Place Of Use as you re-locate the Equipment, the 9-1-1 Dialing Feature will not function properly and potentially no emergency services will be sent to your location. Additionally, if 9-1-1 is dialed at an unregistered location, you may be assessed a fee of \$75.00 per occurrence by US LEC and there may be other penalties assessed by the emergency service provider that responds to the 9-1-1 call at the registered location or assessed by other law enforcement agencies.
- 1.4 If you register an incorrect service address, your emergency call may not be routed to the correct emergency service provider, and that emergency service provider may be unable to transfer your call to the proper provider or respond to your emergency.
- 1.5 If you re-register or update your Primary Place Of Use and dial 9-1-1, it may take up to 24 hours for your location change to be reflected in our records. During that time, you may not be able to reach the proper emergency service providers by calling 9-1-1 with the Service.
- 1.6 If you lose power or there is a disruption to power at the location where the Service is used, neither the Service nor the 9-1-1 Dialing Feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the Equipment prior to utilizing the Service, including the 9-1-1 Dialing Feature.
- 1.7 If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither the Service nor the 9-1-1 Dialing Feature will function until the Internet connection or Broadband Service is restored.
- 1.8 If your Service account is suspended or terminated, the Service outage will prevent any calling services from functioning, including the functioning of the 9-1-1 Dialing Feature.
- 1.9 If you remove your Equipment to another country, NO emergency services are available through the 9-1-1 Dialing Feature. Use of the dialing feature outside the US will result in emergency services being sent to the US Primary Place of Use, and pursuant to Section 1.3 herein, monetary penalties may be assessed.
- 1.10 US LEC HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE OR COVENANT OF ANY KIND, WHETHER EXPRESSED OR IMPLIED,**

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE AVAILABILITY OF 9-1-1 SERVICE USING US LEC'S SERVICE, OR THE FUNCTIONALITY, PERFORMANCE, RESULTS OF USE THEREOF, WITHOUT LIMITING THE FOREGOING AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, US LEC DOES NOT WARRANT THAT THE LIMITED 9-1-1 DIALING FEATURE USING THE US LEC SERVICE IS OR WILL BE ACCURATE, ERROR-FREE, UNINTERRUPTED, FREE FROM ANY UNAUTHORIZED INTRUSION, OR WILL MEET CUSTOMER'S REQUIREMENTS OR WHETHER, OR THE MANNER IN WHICH, 9-1-1 DIALED CALLS THAT YOU MAKE ARE ANSWERED OR RESPONDED TO BY THE LOCAL EMERGENCY RESPONSE CENTER OR BY THE NATIONAL EMERGENCY CALLING CENTERS OR OTHER EMERGENCY SERVICE PROVIDER CENTERS.

1.11 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, US LEC SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FROM ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING FROM THE PROVISION, OR CUSTOMER'S USE, OF THE 9-1-1 DIALING FEATURE USING THE US LEC SERVICE, INCLUDING, WITHOUT LIMITATION, RELIANCE BY ANY PERSON ON THE AVAILABILITY OF THIS LIMITED 9-1-1 DIALING FEATURE, OR LIABILITY TO THIRD PARTIES, HOWEVER CAUSED, WHETHER BY THE ACT OR NEGLIGENCE OF US LEC, OR OTHERWISE.

1.12 US LEC disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither US LEC or its parent corporation and its subsidiaries, their officers, directors, stockholders, affiliated corporations or companies, employees, representatives or agents may be held liable for any claim, damage, loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the Service's 9-1-1 Dialing Feature unless such claims or causes of action arise from US LEC's gross negligence or willful misconduct. You agree to release, indemnify, defend and hold harmless US LEC and its parent corporation and its subsidiaries, and their officers, directors, stockholders, affiliated corporations or companies, employees, representatives or agents and any other service provider who furnishes services to you from any claims, damages, losses, suits or actions, fines, penalties, costs and expenses (including but not limited to attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or

inability of a person to use, the US LEC Service 9-1-1 Dialing Feature or service or to access emergency service personnel.

2. SERVICE.

2.1 Use of Service and Equipment Generally.

You agree that you will not resell or transfer the Service or the Equipment to any other person for any purpose, or make any charge for the use of the Service, without the express written permission of US LEC in advance.

You agree not to resell or transfer the Service or Equipment to any other person for any purpose, without express written permission from US LEC in advance. You also agree that the US LEC Service does not confer the right to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. US LEC reserves the right to immediately terminate or modify the Service, if US LEC determines, in its sole discretion, that Customer's Service acquired is being used for any of the these activities.

2.2 Prohibited Uses of Service.

You agree that you will use the Service and Equipment only for lawful purposes. This means that you agree not to use the Service and Equipment for transmitting or receiving any information or material of any kind when, in US LEC's sole judgment, the transmission, receipt or possession of such information or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) would encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. US LEC reserves the right to terminate the Service immediately and without advance notice if US LEC, in its sole discretion, believes that you have violated the above restrictions. In such case, you agree that you will be responsible for the full month's charges to the end of the current term, including without limitation, any unbilled charges, including any Cost of Unreturned Equipment Fee (as defined in Section 1.10 below), and these charges shall become due and payable and, at US LEC's sole discretion, may be immediately charged to your credit card on file with US LEC.

You agree that you will be liable for any and all use of the Service and/or Equipment by yourself and by any person making use of the Service or Equipment provided to you and you agree to indemnify and hold harmless US LEC against any and all liability for any such use. If US LEC, in its sole discretion, believes that you have violated the above restrictions, you hereby consent and agree that US LEC may forward the objectionable material, as well as your communications with US LEC and your personally identifiable information, to the appropriate authorities for investigation and prosecution.

2.3 Use of Service and Equipment Outside the United States.

While US LEC supports use of the Service within the United States US LEC does not presently offer or support the Service, including the 9-1-1 Dialing Feature, to customers that reside in, travel to, or are otherwise located in other countries. If you remove the Equipment to a

country other than the United States and use the Service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You agree that you will be liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and you agree to indemnify and hold harmless US LEC against any and all liability for any such use. Should the removal from the United States of the Equipment violate any export control law or regulation, you will be solely liable for such violation and you agree to indemnify and hold harmless US LEC against any and all liability for such violation. US LEC reserves the right to terminate your Service immediately and without advance notice if it determines that you are using it outside the United States.

2.4 Loss of Service Due to Power Failure or Internet Service Outage.

You acknowledge and understand that the Service, including the 9-1-1 Dialing Feature, does not function in the event of power failure. In fact, US LEC recommends that you use a battery to back up your computer system at all times. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which is not provided by US LEC) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider (ISP) and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or US LEC terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or an ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service.

2.5 Copyright; Trademark; Unauthorized Usage of Equipment; Firmware or Software.

The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials on US LEC's Web Site ("Site") are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of US LEC or its Equipment suppliers are and shall remain the exclusive property of US LEC and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Service and that US LEC will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. If you decide to use the Service through an interface device not provided by US LEC, which US LEC reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless US LEC against any and all liability arising out of your use of such interface

device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

2.6 Tampering with the Equipment or the Service.

You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from US LEC in each instance, which US LEC may deny in its sole discretion. US LEC reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus any Cost of Unreturned Equipment Fee (as defined in Section 10 below), all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

2.7 Theft of the Service.

You agree to notify US LEC immediately, in writing or by calling the US LEC customer support line, if the Equipment is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment theft, and a copy of the police report that you have filed, or fraudulent use of Service.. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you, including any Cost of Unreturned Equipment Fee (as defined in Section 1.10 below). Until such time as US LEC receives notice of the theft or fraudulent use and any other information as required herein, you will be liable for all use of the Service using Equipment stolen from you and any and all stolen Service or fraudulent use of the Service.

2.8 Ownership and Risk of Loss.

You shall be deemed the owner of the Equipment, and bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned by you pursuant to Section 2.10 below and has been received by US LEC.

2.9 Security Interest in the Equipment.

You hereby grant to US LEC and US LEC hereby reserves a purchase money security interest in any Equipment that you acquire from US LEC or any US LEC retail dealer and all cash and non-cash proceeds, including insurance proceeds, to secure payment of the Cost of Unreturned Equipment Fee, service charges, all costs and expenses incurred by US LEC in the collection of the same, and all other amounts payable under this Agreement. In addition to all rights given to US LEC by this Agreement, US LEC shall have all rights and remedies of a secured party under the Uniform Commercial Code and any other applicable law. You hereby appoint US LEC as your lawful attorney-in-fact to do all acts and things which US LEC deems necessary to perfect its security interest in the Equipment including, but not limited to, execute any financing statements on your behalf. Until the Cost of Unreturned Equipment Fee is paid in full, title to the Equipment shall remain in US LEC at all times and for all purposes and the Equipment shall be marked with the Marks that appear on the Equipment at the time that you acquire the Equipment, which markings and identification shall not be changed, removed or

altered by you. Further, you agree that you will not cause, create or suffer any claims, including, but not limited to, any liens, charges, encumbrances, or security interests in, on or to the Equipment and will indemnify and hold US LEC harmless from and against any loss, cost, liability and expense (including interest and reasonable attorney's fees) arising from such claims.

2.10 Return of the Equipment; Damaged Equipment.

The Equipment shall be returned to US LEC within ten (10) days of the termination of Service under the following conditions: (i) you have retained, and return along with the Equipment, proof of purchase and original packaging; (ii) contents are undamaged and in original condition, reasonable wear and tear excluded; (iii) all parts, accessories, documentation and packaging materials are returned; and (iv) equipment is returned with a valid return authorization number obtained from US LEC's customer care department. To obtain a return authorization number, you must contact billing@voiceeclipse.com or call 1-866-444-0794. You are responsible for the cost and risk of return shipping of Equipment. If the Equipment is not returned as set forth above, you agree that US LEC shall have the right to charge you \$39.95 for the cost of the Equipment ("Cost of Unreturned Equipment Fee") as set forth in Section 3.3 below.

If you receive cartons and/or Equipments from US LEC that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you 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 US LEC's customer care department immediately and return the Equipment to US LEC postmarked no later than seven (7) days from the date of your receipt of the Equipment from US LEC. If you do not contact US LEC in the manner above and return the Equipment to US LEC within seven (7) days from the date of your receipt of the Equipment from US LEC, you will be deemed to have accepted the Equipment from US LEC ("Acceptance of the Equipment").

In the event that your Equipment is destroyed during the Term of the Agreement after your Acceptance of the Equipment and you wish to acquire additional Equipment to replace the Equipment, you may do so by contacting billing@voiceeclipse.com. Upon receipt of an e-mail from you notifying US LEC that the original Equipment has been destroyed after your Acceptance of the Equipment and that you wish to acquire additional Equipment for use with the Service, your credit card will be charged a one time fee of \$69.95 for the original Equipment and, pursuant to the terms of Section 1.10 and Section 3.3 of this Agreement and this provision, you will become responsible for the receipt of the additional Equipment that you have requested and receive from US LEC and for the return of any such additional Equipment to US LEC.

2.11 Number Transfer Upon Service Termination.

Upon termination of the Service, US LEC may release to your new service provider any telephone number that was provided to you by US LEC or ported in from a previous service provider to US LEC by you and used in connection with your Service provisioned by US LEC, if such new service provider is able to accept such number, and provided that (i) your account has been terminated; (ii) your US LEC account is completely current including payment for all

charges; and (iii) you request the transfer upon terminating your account. You will be charged a Porting Fee, as then currently published, for the porting of any number out of voice service.

2.12 Service Distinctions.

You acknowledge and understand that the Service is an information service, not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the Service provided by US LEC. The Service is subject to different regulatory treatment than telephone service. This treatment, which may or may not change in the future, may limit or otherwise affect your rights of redress before Federal or state telecommunications regulatory agencies.

2.13 No 0+ Calling; May Not Support x11 Calling.

US LEC's Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). US LEC's Service may not support 311, 511 and/or other x11 services (other than 411, which is specifically provided for in Section 3 of this Agreement, or 911 which is specifically provided for in Section 1 of this Agreement) in one or more (or all) service areas.

2.14 No White Page Listings.

You acknowledge and agree that your number will not be listed in any white pages or other local telephone directory, including electronic directories.

3. FEES; CHARGES; PAYMENTS; DEFAULT; TAXES.

3.1 Fees.

You have selected a minutes package from US LEC for your designated type of use of the Service during the registration process and you agree that you will pay US LEC any such Service fees for the type of Service at the rates set forth on the Site for the type of Service if you use any minutes beyond the number of minutes set forth in that package. Local and long distance minutes are included in a minutes package; however, you agree that you will pay a separate charge for international calls irrespective of whether or not you have used all of the minutes in your minutes package. International rates are set forth in the table of international rates as published on the Site.

3.2 Billing.

You must give us a valid credit card number (Visa, MasterCard, American Express or any other issuer then-accepted by US LEC) when the Service is activated. US LEC reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise US LEC at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which US LEC decides to bill in arrears) to your credit card, including but not limited to any activation fees, monthly Service fees, international usage charges, advanced

feature charges, equipment purchases, the Cost of Unreturned Equipment Fee and shipping and handling charges. US LEC reserves the right to charge your credit card at more frequent intervals if the amount due at any time exceeds \$75.00. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on the Site. If you make use of any cellular International call services that may be offered by US LEC in the future, you acknowledge and agree that US LEC is entitled to recover from you any charges imposed on US LEC by cellular phone owners or operators, either directly or indirectly through US LEC's suppliers in connection with calls made to cellular phones made from your number, or any charges imposed on US LEC by its suppliers to recover such costs.

3.3 Billing Disputes.

You must notify US LEC in writing within the greater of 15 days after receipt of our invoice or any time period required by applicable law if you dispute any US LEC charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: Customer Care Billing Department, US LEC Acquisition Co., 579 First Bank Drive Suite 100, Palatine, IL 60067; or billing@voiceeclipse.com; or 1-866-444-0794.

3.4 Payment.

US LEC accepts payments only by credit card as set forth in Section 2.2. Your initial use of the Service or products authorizes US LEC to charge the credit card account number on file with US LEC, including any changed information given US LEC if the card expires or is replaced, or if you substitute a different card, for US LEC charges as set forth in Section 2.2. This authorization will remain valid until 30 days after US LEC receives your written notice terminating US LEC's authority to charge your credit card, whereupon US LEC will charge you the Cost of Unreturned Equipment Fee and any other outstanding charges and terminate the Service. US LEC may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with US LEC is declined or reversed, your credit card expires and you have not provided US LEC with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you fully liable to US LEC for all charges accrued before termination and for all costs incurred by US LEC in collecting such amounts, such as (but not limited to) collection costs and attorney's fees. You may be charged a set up fee for re-activation in the event of the Termination of Service.

3.5 Taxes.

You are responsible for, and shall pay, any applicable federal, state, regulatory, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted or adopted in the future, or added costs imposed upon US LEC as a result of governmental or regulatory action, that arise from or as a result of your subscription or use or payment for the Service or a Equipment. Such amounts are in addition to payment for the Service or Equipment and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, fees or charges, you shall provide US LEC with an original certificate that satisfies

applicable legal requirement attesting to tax-exempt status. The exemption will only apply from and after the date US LEC receives such certificate.

3.6 Payphone Charges.

If you make use of any toll free feature that may be offered by US LEC in the future, you acknowledge and agree that US LEC is entitled to recover from you any charges imposed on US LEC by payphone owners or operators, either directly or indirectly through US LEC's suppliers in connection with toll free calls made to your number, or any charges imposed on US LEC by its suppliers to recover such costs. US LEC may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as US LEC deems appropriate for the recovery of these costs.

3.7 Charges for Directory Calls.

US LEC will charge 99 cents for each call made to US LEC directory assistance.

4. TERM; TERMINATION; DISCONTINUATION OF SERVICE; DISCONNECT FEE.

4.1 Term.

Service is offered on a monthly basis for a term which begins on the date that US LEC activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give US LEC written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, and any Cost of Unreturned Equipment Fee, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

4.2 Termination; Discontinuation of Service.

US LEC reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If US LEC discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of US LEC or of a third party provider to which US LEC is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, and any Cost of Unreturned Equipment Fee, all of which immediately become due and payable. Should US LEC suspend or terminate your Service, the Service will not function until such time as US LEC

restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

4.3 Cost of Unreturned Equipment Fee.

Customer will be charged a Cost of Unreturned Equipment Fee of \$39.95 for each piece of Equipment that Customer has acquired for the Service if the Customer fails to return the Equipment within the time period set forth in Section 2.10 above upon Customer's termination of Service for any reason or for convenience by Customer. This Cost of Unreturned Equipment Fee will be billed directly to Customer's credit card.

5. Service Outage.

5.1 Power Failure or Disruption.

You acknowledge and understand that the Service, including the 9-1-1 Dialing Feature, does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service, including the 9-1-1 Dialing Feature, 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, including the 9-1-1 Dialing Feature.

5.2 Broadband Service; ISP Outage or Termination; Suspension or Termination of Service by US LEC.

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by US LEC will prevent any use of the Service, including the 9-1-1 Dialing Feature.

5.3 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 will prevent the use of ALL Service, including the 9-1-1 Dialing Feature.

5.4 Other Service Outages.

You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent all Service, including the 9-1-1 Dialing Feature. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

5.5 LIMITATION OF LIABILITY AND INDEMNIFICATION.

YOU ACKNOWLEDGE AND UNDERSTAND THAT US LEC'S LIABILITY IS LIMITED FOR ANY SERVICE OUTAGE AS SET FORTH IN THIS DOCUMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS US LEC, ITS

OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR 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, CUSTOMER OR ANY THIRD PARTY OR USER OF CUSTOMER'S SERVICE RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THE 9-1-1 DIALING FEATURE.

5.6 ALTERNATIVE 911 ARRANGEMENTS.

YOU ACKNOWLEDGE THAT US LEC DOES NOT OFFER LIFELINE SERVICES AND THAT THE 9-1-1 DIALING FEATURE HAS CERTAIN LIMITATIONS AND MAY NOT FUNCTION UNDER CERTAIN CONDITIONS, IF YOU HAVE ANY NEEDS THAT REQUIRE 9-1-1 SERVICE WITHOUT LIMITATIONS, YOU SHOULD HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES.

6. WARRANTY AND LIABILITY LIMITATIONS/INDEMNIFICATION.

6.1 Money Back Guarantee; Limitations and Conditions.

US LEC offers a 30-day Money Back Guarantee (the "Warranty Period"). Under terms of this Money Back Guarantee, US LEC refunds the activation fee and the first month of service; provided that the terms set forth in this Section 6.1 are satisfied. Federal excise taxes and any other applicable taxes cannot be refunded. US LEC reserves the right to terminate or revoke this Money Back Guarantee at any time, without prior notice.

In order to be entitled to this Money Back Guarantee, User (i) must cancel service within the number of days in the Warranty Period after the account activation; (ii) must return all Equipment within 10 days after cancellation pursuant to Sections 1.10 and 3.3; and (iii) must not have exceeded 500 minutes of usage. User remains responsible for any charges for international usage (including the charges described in Section 2), and payphone calls to US LEC toll free numbers and directory assistance. THIS MONEY BACK GUARANTEE DOES NOT APPLY TO ACCOUNTS EXCEEDING 500 MINUTES OF USAGE, INTERNATIONAL USAGE OR TOLL FREE NUMBER OR DIRECTORY ASSISTANCE USAGE AND SUCH ACCOUNTS ARE NOT ELIGIBLE FOR REFUND OF ANY OF THE CHARGES DESCRIBED HEREIN.

In addition to the requirements set forth in Section 1.10, all returned Equipment must be in the original packaging with the UPC or bar code intact. All components, manuals and registration card(s) must be included. Equipment must be returned with a valid return authorization number obtained from US LEC customer care. User is responsible for the cost and risk of return shipping of equipment. THE MONEY BACK GUARANTEE WILL NOT BE HONORED IF USER FAILS TO MEET ALL SUCH REQUIREMENTS. To obtain a return authorization number, User must contact billing@voiceeclipse.com or call 1-866-444-0794.

6.2 Limitation of Liability.

US LEC shall not be liable for any delay or failure to provide the Service, including the 9-1-1 Dialing Feature, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- 1) act or omission of an underlying carrier, service provider, vendor or other third party;
- 2) equipment, network or facility failure;
- 3) equipment, network or facility upgrade or modification;
- 4) force majeure events such as (but not limited to) acts of God; strikes; fire; war; terrorism, riot; government actions;
- 5) equipment, network or facility shortage;
- 6) equipment or facility relocation;
- 7) service, equipment, network or facility failure caused by the loss of power to Customer;
- 8) outage of Customer's ISP or broadband service provider;
- 9) act or omission of Customer or any person using the Service or Equipment provided to Customer; or
- 10) any other cause that is beyond US LEC's control, including without limitation a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

US LEC's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to US LEC's performance or nonperformance hereunder or (iii) any US LEC act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

6.3 Disclaimer of Damages.

IN NO EVENT SHALL US LEC, OR ITS PARENT CORPORATION AND ITS SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN

CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE AS DISCLOSED IN SECTION 1 HEREIN. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT US LEC WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

6.4 Indemnification.

Customer agrees to defend, indemnify, and hold harmless US LEC and its parent corporation and its subsidiaries and their officers, directors, employees, stockholders, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or 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, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including the inability to be able to dial 911 or to access emergency service personnel through the Service, or the Equipment.

6.5 No Warranties on Service.

SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMERS REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, US LEC DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER US LEC OR ITS PARENT CORPORATION AND ITS SUBSIDIARIES NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO US LEC'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR EQUIPMENT OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF US LEC'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY US LEC OR US LEC'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

6.6 No Warranties, or Limited Warranties, for Equipment.

If Customer received the Equipment new from US LEC and the Equipment included a limited warranty at the time of receipt, Customer must refer to the separate limited warranty document provided with the Equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If Customer's Equipment did not include a limited warranty from US LEC at the time of receipt, Customer agrees that it accepts its Equipment "as is" and that Customer is not entitled to replacement or refund in the event of any defect, except that for Retail Customers only, US LEC will provide a limited warranty on the Equipment as to manufacturing defects only for a period of one (1) year from the date of purchase. This Retail Customer limited warranty shall not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, shall not apply to any defect caused by damage in transit, retailer handling or Retail Customer handling. Retail Customer's sole remedy for any breach of this Retail Customer limited warranty is to obtain a repaired or replacement Equipment, by following the return procedures set forth in Section 1.8. Retail Customer must include with the returned Equipment a letter stating that the Retail Customer is returning the Equipment for warranty repair or replacement and stating the nature of the defect. This Retail Customer limited warranty shall also apply in lieu of the limited warranty included with the Equipment if such included limited warranty is less favorable to Retail Customer than that contained herein. OTHER THAN WARRANTIES AS TO THE EQUIPMENT EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE EQUIPMENT AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, US LEC MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE EQUIPMENT OR ANY FIRMWARE OR SOFTWARE IS ERROR-FREE OR WILL MEET CUSTOMERS REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE EQUIPMENT.

7. CONTENT; PRIVACY POLICY.

7.1 Content.

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. US LEC reserves the right to terminate or suspend affected Services, and/or remove your or Users' content from the Services, if US LEC determines, at its sole discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with US LEC's ability to provide Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. US LEC's actions or inaction under this Section shall not constitute review or approval of your or Users' use or

Content. You will indemnify and hold US LEC harmless against any and all liability arising from the content transmitted by or to you or to Users using the Services.

7.2 Privacy Policy.

The Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You agree that US LEC is not liable for any lack of privacy, which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you at voiceeclipse.com/policy for additional information.

8. MISCELANEOUS.

8.1 Governing Law.

The Agreement and the relationship between you and US LEC shall be governed by the laws of the State of Illinois 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 7.1, you and US LEC agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Illinois and waive any objection as to venue or inconvenient forum. The failure of US LEC 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. You 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 the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

8.2 Entire Agreement.

This Agreement and the rates for Services found on US LEC's website constitute the entire agreement between you and US LEC and govern your use of the Service, superceding any prior agreements between you and US LEC and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon US LEC unless and until posted in accordance with Section 7.7 below.

8.3 Severability.

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

8.4 No Third Party Beneficiaries.

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

8.5 Notices.

All notices and requests sent to Customer in connection with this Agreement shall be in written form and shall be deemed given as of the day they are sent by electronic mail or fax, messenger, delivery service, or the United States mail, postage prepaid, certified or registered, and addressed to the address of such party provided to US LEC during the registration process.

8.6 Survival.

The following provisions shall survive the termination or expiration of this Agreement: 1.10, 1.11, 1.12, 2.1, 2.2, 2.3, 2.8, 2.9, 2.10, 2.11, 2.12, 3, 4, 5, 6.2, 6.3, 6.4, 6.5, 6.6, 7, 8.1, 8.2, 8.3, 8.4, 8.5, this Section 8.6 and Section 8.7.

8.7 Acceptance; Amendments.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY CLICKING THE "I ACCEPT" BUTTON BELOW AND ACTIVATING, AND OR USING, THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD AND AGREE TO, AND ACCEPT, THE TERMS AND CONDITIONS OF THE SERVICE AND THIS AGREEMENT AND WARRANT AND REPRESENT THAT THE SERVICE WILL ONLY BE USED FROM LOCATIONS WITHIN THE UNITED STATES. US LEC MAY CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT FROM TIME TO TIME. NOTICES WILL BE CONSIDERED GIVEN AND EFFECTIVE ON THE DATE POSTED IN THE POLICY SECTION OF THE SITE AND NO FURTHER NOTICE BY US LEC IS REQUIRED. YOUR USE OF THE SERVICE AFTER THE POSTING OF THE AGREEMENT WITH ANY AMENDMENTS OR MODIFICATIONS CONSTITUTES YOUR ACKNOWLEDGMENT OF SUCH AMENDMENTS AND MODIFICATIONS AND YOUR AGREEMENT TO ABIDE, AND BE BOUND, BY THE AGREEMENT AS SO AMENDED AND MODIFIED. THE AGREEMENT, AS POSTED, SUPERCEDES ALL PREVIOUSLY AGREED TO ELECTRONIC AND WRITTEN TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION, ANY TERMS INCLUDED WITH THE PACKAGING OF THE EQUIPMENT AND ALSO SUPERCEDES ANY WRITTEN TERMS PROVIDED TO RETAIL CUSTOMERS IN CONNECTION WITH RETAIL DISTRIBUTION, INCLUDING, WITHOUT LIMITATION, ANY WRITTEN TERMS ENCLOSED WITHIN THE PACKAGING OF THE EQUIPMENT. IF YOU DO NOT ACCEPT THE AGREEMENT AS ITS TERMS AND CONDITIONS EXIST ON THE DATE OF YOUR USE OF THE SERVICE, THEN WE EXPECT THAT YOU WILL NOT USE THE SERVICE AND TERMINATE THIS AGREEMENT.

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