

Evolution Networks VoIP
Agreement

SERVICE AGREEMENT

VOICE OVER IP PROTOCOL (VOIP) SERVICES

PROVIDED BY EVOLUTION NETWORKS

DEFINITIONS

The following terms, when used in capitalized form in this Agreement, shall have the meanings set forth below:

“Activation” means that Customer’s Service is first available for Customer’s use at a Customer Location.

“Activation Date” means the date of Activation, which is the date on which all Services are installed, activated and available for Customer’s use at a Customer Location.

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“Non-EVO Equipment” means all equipment owned, leased or otherwise provided by Customer, used in connection with the Evolution Networks’ (EVO) VOIP Services.

TERMS

These Terms supersede any terms and conditions offered or proposed by Customer not agreed to in writing by the Parties. EVO has the right to alter any Terms at any time on a prospective basis. EVO will provide notice to Customer at the email address on file with the Account and/or Customer’s invoice. Such updates will become effective thirty (30) days after such notice to Customer. Upon receipt of notice, Customer will have thirty (30) days to notify EVO that such changes materially and adversely impact the Services provided by EVO, stating specifically which changes are impactful, and the Parties will make commercially reasonable efforts to reach a mutually agreeable workaround agreement. If agreement cannot be reached on commercially reasonable terms, EVO may either waive or modify the requirement to Customer’s reasonable satisfaction. If EVO does neither, then Customer can either, within 30 days thereafter, accept the new Terms or terminate those Services affected by the alteration in Terms without termination liability. Notwithstanding the foregoing, Customer’s right to object or terminate shall not apply to any alteration of Terms required (i) by applicable law, regulation, or governmental authority, or (ii) to protect the security, operability and integrity of EVO facilities, services or factors that would adversely affect its other customers, or to comply with reasonable acceptable use policies of its providers supporting the Services.

EQUIPMENT PROVISION AND REQUIREMENTS

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Customer understands and acknowledges that the use of certain equipment, whether owned by the Customer and/or purchased or leased from EVO, may be required for Activation of the Services.

Non-EVO Equipment:

Customer represents that it owns or otherwise has the right to use Non-EVO Equipment to be used by Customer with the Services. Customer shall be fully responsible for the installation, maintenance, repair and operation of any Non-EVO Equipment used by Customer, and acknowledges EVO is not responsible for the installation, maintenance, repair and operation of any such equipment. At a Customer's request, EVO may suggest certain equipment to be supplied to Customer by a third-party supplier. In the event of any such suggestion, the equipment manufacturer shall be responsible for any equipment defects and Customer is responsible for compliance with the terms or conditions of sale of use of Non-EVO Equipment.

EVO Equipment:

With respect to EVO Equipment, Customer will not: (i) repair or otherwise modify any EVO Equipment or (ii) create or allow any liens or other encumbrances to be placed on any EVO Equipment. If Customer intends to relocate any EVO Equipment, it must provide at least ten (10) days' notice to EVO prior to relocation.

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EVO Equipment shall be located in a reasonably secure location within the Customer Site under conditions that are customary and reasonable for such equipment to be safely maintained and operated. Customer shall be liable for all costs, charges or expenses associated with damage to or loss of EVO Equipment resulting from misuse or improper location. EVO has no obligation to replace or repair EVO Equipment if it is determined that Customer or another third party is responsible for damage or loss to EVO Equipment, for which Customer will bear the sole responsibility for the replacement cost of such damaged equipment.

Assuming Customer has located and used EVO Equipment in a commercially reasonable manner, EVO will repair or replace defective EVO Equipment, whether with new or with refurbished equipment as determined in EVO's sole discretion.

ALL EQUIPMENT SALES ARE FINAL. Equipment purchased by Customer from EVO may not be returned. Customer may be able to return equipment sold by EVO to the manufacturer if a manufacturer's defect arises within the applicable warranty period, provided such returns are permitted by the manufacturer and Customer receives a Return Materials Authorization ("RMA") prior to return. In order to secure an RMA, Customer must contact EVO to confirm a covered defect exists for which warranty applies, file a warranty claim, and receive instructions on the return. The RMA may require Customer to agree to additional terms and instructions to be eligible for warranty repair or replacement.

Upon the termination of this Agreement or any Service, Customer shall pay any remaining amount owed for the purchase of EVO Equipment provided in accordance with the Sales Quote. For any EVO Equipment leased by Customer, Customer shall be responsible for the remainder of payments for the lease. Customer authorizes EVO to charge the remaining payments owed for EVO Equipment (whether purchased or leased) in one lump sum amount on the final invoice once this Agreement or Service is terminated.

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EVO Provided Software:

Non-Exclusive License. To the extent EVO provides software in connection with Services, EVO also grants a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the Software, in object code form only, solely for the purpose of using the Service(s). This license shall automatically terminate upon termination of the Agreement or Services. Any attempt to sublicense, assign or transfer any of the rights under this license is void. No other licenses or rights to Software are granted or implied by this Agreement.

Software Upgrades and Modifications. EVO may, but is not obligated to, update or upgrade the Software at any time, provided such update or upgrade will not materially and adversely alter the features and/or functionality of the Services and the alternation is detrimental to its use.

End User Licenses. When Software provided by EVO contains third-party software (“Third-Party Software”), the use of such Third-Party Software may be governed by separate copyright notices and license provisions, notice of which may be provided in documentation or on other media delivered with the Third-Party Software. Notwithstanding any other terms herein, such provisions shall govern the use of Third-Party Software and Customer shall comply with the terms and conditions of all end user license agreements accompanying any Software (including Third-Party Software). All end user licenses shall automatically terminate when Service expires, or this Agreement is terminated.

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Intellectual Property Protection. All Equipment, Software and materials furnished by EVO in association with the Services are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions, for which all rights are reserved. Nothing in this Agreement grants the Customer any right or license to intellectual property owned by EVO unless otherwise set forth in express terms. Customer will not provide any access codes, passwords, or other information or assistance that could enable any third party to use the Services for any purpose other than in connection with the Services herein. If Customer uses the Service through any device third-party equipment or device, Customer represents and warrants that it owns or otherwise has secured all required rights to use that device in connection with the Service. Customer indemnifies and will defend and hold harmless EVO from and against any and all claims that result from Customer's use of any third-party device with the Service unless expressly authorized by EVO. Customer shall not violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology associated with the Services.

Service Term and Service Cancellation

Service Term Notice of Cancellation. The Service Term will begin on the Activation Date. Sales Quotes which describe delivery of Service to multiple Customer Locations may identify multiple Service Dates and Service Terms.

Fixed Term Services. For Services provided on a fixed-term of 12 months, the Service Term automatically renews for each Renewal Service Term with a duration equal in length to the previous Service Term unless either Party terminates the Service(s) by giving the other Party written notice of non-renewal not less than ninety (90) days prior to the expiration of the then-current Service Term. The Service Term shall continue unless and until Customer

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provides notice of cancellation in accordance with the provisions herein. Notwithstanding notice by a Party to terminate this Agreement, Services will remain in effect through the effective date of termination and the terms and conditions of this Agreement and the applicable Sales Quote(s) will continue to apply to such Services.

Early Termination Charges:

Customer Cancellation Prior to Activation Date. Cancellation by the Customer of the Services or any portion thereof prior to Activation shall only be effective if Customer pays any charges incurred by EVO as a result of such cancellation, plus the first three (3) months of projected monthly recurring charges or monthly commitment level payments for the Service(s) cancelled. Customer expressly authorizes EVO to automatically charge Customer.

Customer Cancellation After Activation Date. To provide the Service(s) in the Sales Quote, Customer acknowledges EVO will incur significant costs and must allocate equipment and personnel such that losses due to early termination is certain to damage EVO, but such damage is difficult to calculate with precision. Thus, Customer acknowledges and agrees that it is fair and reasonable to assess a cancellation fee as set forth herein and waives any challenges to the cancellation fee as unreasonable or a penalty.

Fixed Term Customers. If Customer terminates Service(s) after the applicable Activation Date, Customer must pay all unpaid amounts for Service provided to date of cancellation

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and the remaining monthly recurring charges through the end of the Term for all Service(s) cancelled as a cancellation fee. If cancellation occurs within the final three months of the Term, Customer shall be obligated to pay a minimum of two months of Service in addition to paying for the month in which cancellation occurs. Customer authorizes EVO to automatically charge Customer via the payment method selected in the Sales Quote in one lump sum, payment of which will occur upon cancellation.

Discontinuation of Services. Upon termination or cancellation of Services, Customer shall not be permitted to use the Services, including EVO-provided telephone numbers, logins, voicemail or any web service provided to Customer by EVO.

Cancellation Process. The Agreement may be cancelled by Customer only by an Administrator by contacting EVO directly or by sending an email from the Administrator's designated email address to support@evo-networks.com. Cancellation is not effective until EVO confirms cancellation via email. **NO OTHER METHODS OF CANCELLATION WILL BE ACCEPTED, RECOGNIZED OR HONORED.**

Billing, Credit, and Payment Processing.

Payment of Invoices. Invoices are delivered monthly and due on receipt. All fees are due in advance on the first day of each billing period, except for those based on use. Fees may include monthly recurring charges ("Service Fees") and other non-recurring charges including but not limited to, activation fees, porting fees, early termination fees ("ETF") and pass-through charges from a third party (collectively, "Fees"). All usage based charges (including charges for toll free and international calls) are due and payable in arrears on the first day of each billing period following the month they were incurred. Initial payment for all equipment, set up and installation fees and the Service Fees for the first month are due upon acceptance of the Sales Quote. Failure to pay each invoice in full may result in account suspension pursuant to this Agreement. Customer holds EVO harmless and

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expressly waives all claims for damages based on or related to the suspension of Services for non-payment. Customer shall be liable for paying any service fees associated with the disconnection and reconnection of Services for non-payment of invoices. Customer expressly authorizes the payment of usage based charges using Customer's payment method during any billing cycle.

Customer shall provide a valid email address, billing address, and a valid payment method on or before the date of acceptance of the Sales Quote. Customer shall update its contact information and/or the payment method should the payment method change or expire.

Electronic Payments. Customer authorizes EVO to: (a) automatically charge or debit the credit/debit card/checking account supplied by Customer the on the same day of each month. EVO may obtain updated information about Customer's account from the financial institution issuing the credit/ debit card on file with EVO. Customer is obligated to pay any fees or charges associated with a denial of payment or insufficient funds charge levied against EVO for charging the authorized payment method. Customer authorizes payment for all applicable fees and charges arising from use, damage and cancellation of Service, including payments for the remainder of the term of the Agreement if cancellation occurs early.

Billing Disputes. If Customer disputes an invoice, Customer must pay the undisputed amount and submit an email notification of the disputed amount on or before the due date. EVO will confirm receipt via email, and if no confirmation is received within 72 hours, Customer must resubmit. EVO will investigate the dispute, if not waived due to untimeliness. EVO will confirm the invoice or notify Customer of any change to the invoice via email. Notification shall be sent to the following email addresses:

Billing Disputes

Evolution Networks, LLC



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Attn: Legal Department

2031 Harrison Street

Suite 7

Hollywood, FL 33020

Taxes and Fees.

Unless otherwise set forth in the Sales Quote, the prices for Services do not include Taxes and Fees, which are solely the responsibility of the Customer. Each month Customer shall also be charged a fee for each number assigned to Customer and associated with the Services. This fee is generally associated with compliance with regulatory obligations but is not a tax or fee charged by any regulatory body or directly proportional to any such regulatory charge to EVO. EVO will also charge a recovery fee associated with each phone number of Customer that EVO may use to offset regulatory fees charged by regulatory or governmental bodies or entities, including but not limited to fraud protection, portability, and privacy laws and the associated legal fees.

Regulatory and Legal Changes.

EVO reserves the right and ability to alter or cease Services if EVO determines, in its sole discretion, that it is reasonably required to comply with any Applicable Laws. If alteration or cessation of Services as a result of Applicable Laws leads to what EVO determines is an adverse impact on Services EVO will notify Customer of the changes and, if requested by Customer, the Parties will enter good faith negotiations to make any adjustments to the Services or charges. If the parties cannot reach agreement within thirty (30) days after notice, EVO may increase charges (if applicable) as a result of changes. Customer may, upon notice within sixty (60) days after delivery of the notice of changes, terminate Service without liability for an early termination fee or charge under Section 32. The failure to

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object to the changes or terminate within the sixty-day period shall waive the right to object thereafter and Customer shall pay for the Service (as amended by the changes) until expiration or termination of the Service Term.

Usage of Unlimited Plans. For a Sales Quote with unlimited calling, such plans relate to non-Toll Free calls made within the United States and Canada.

Use of the Services. EVO shall offer and Customer shall use the Services only in compliance with the terms of this Agreement and all Applicable Laws. EVO has the absolute right to discontinue Services if EVO determines, in its sole discretion, that Customer's use violates any law or jeopardizes the security or integrity of EVO, its providers or its customers. In its unilateral discretion, EVO may introduce additional Services and features to new and existing customers, typically on a trial basis, some of which may require additional fees. The terms may include automatic re-enrollment unless declined by the customer.

Restrictions on Use by Customer.

Reselling/Transferring Use. Customer is prohibited from reselling or transferring the Services (or any portion thereof) without written permission of EVO. Customer shall not in any way interfere with other users, the services or equipment of the network. Customer may not attempt to, in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service.

Fair Use. The calling plans offered by EVO are for typical and reasonable business use in industries other than call centers, telemarketing firms, transcription businesses and alarm monitoring services. Usage levels on par with call centers, telemarketing firms, transcription businesses and alarm monitoring services are not provided by EVO, and the

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Services are not intended for these industries or those with comparable usage. If Customer's usage exceeds the typical and reasonable usage of, taking into account the number of simultaneous pickups and usage per number of extensions as determined by EVO it is sole discretion, EVO will notify Customer via email and provide the opportunity to reduce usage or pay an excess usage charge. After notice and 14 days to correct the usage or agree to the excessive usage fee, EVO reserves the right in its sole discretion to terminate or suspend the Services as inconsistent with this Agreement.

Prohibited Use of the Services. Customer may not use our Services to violate any law, rule, regulation or any third parties' intellectual property or personal rights, nor in a way that is tortious, such as (without limitation) defamation. If EVO believes its Service is being used in contravention of this provision, EVO may act without advanced notice in any manner it deems reasonable to prevent such usage. EVO will provide notice or the need for Customer to act or the corrective action taken by EVO, and may provide a period of time set in EVO's sole discretion for Customer to correct the issue.

Network Security. Customer shall not permit third parties to use the Services. Customer is responsible for implementing security measures that are commercially acceptable to prevent fraud or misuse of the Services. Security measures shall include the protection of Customer's logins and passwords to prevent unauthorized use of the Services. Customer is prohibited from using any efforts to use Services on unauthorized devices, including but not limited to MAC address duplication. Customer is prohibited from transferring or sharing any login information or passwords with third parties. Customer is solely responsible for any fraudulent or unauthorized use of the Services, unless such use is based on EVO's gross negligence or willful misconduct. Customer acknowledges and agrees that EVO may take any steps necessary, as determined in EVO's sole discretion, to ensure the security of its network.

Customer Authorizations. Customer shall provide EVO all permissions, consents, or authorizations necessary to access Customer's Site and activate, maintain, inspect, and repair the products and/or Services.

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Non-EVO Networks. EVO uses third party utilities for provision of Services. EVO has no control over such third-party utilities, and while it will use commercially reasonable efforts to ensure connectivity and security, EVO disclaims any responsibility or liability for disruptions or security of such utilities and Customer expressly waives claims against EVO for actions taken by third parties outside of its control.

Technological Limitations on Features

Features may sometimes be offered by EVO, such as (but not limited to) message transcription, but such features are for convenience only and Customer agrees that errors in such features may occur. EVO disclaims any warranty on the accuracy of such services as well as disclaiming any potential or actual liability that could result from such features.

Where the service is available, EVO provides caller name identification (i.e., caller ID with name), but EVO does not guarantee availability or accuracy of the service.

Each voicemail message and call recorded will be kept up until a maximum storage quota of 5GB is reached. Once at the storage quota, the oldest messages will be purged as new messages are stored.

Internet Speed Requirements. Customer understands, acknowledges, and agrees that Customer must have a high-speed internet connection (often at least 30Mbps) in order to ensure the Services will work as intended, and such internet connections are not provided by EVO. EVO does not control and is not responsible for the quality or problems with Customer's internet connection. Customer is responsible for contacting its internet providers for any problems in internet connection or conductivity. If Customer's internet connection does not have sufficient quality or speed, it is Customer's sole obligation to correct the problem.

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Customer Administrators. Customer must designate one or more account administrators with full administrative control of Customer's account. The administrator(s) may be designated by Customer prior to initiation. Full administrative control allows the ability to make changes to the Customer account, including modifications/additions/deletions to services and transferring (or "porting") telephone numbers to another carrier. The Administrator will also be the designated recipient for all messages and notices from EVO regarding the Services. Changes to the designation of for the Administrator(s) are not effective until confirmation by EVO.

Customer Service Requests. EVO will make all reasonable efforts to provide customer support services. Customer may report any issues, trouble or problems affecting Service to EVO using any of the contact methods provided here: 954-866-1600 or support@evo-networks.com. Contact with EVO customer support shall be recorded and Customer hereby acknowledges such calls will be routinely recorded and stored, and waives any objection or claim related thereto.

Maintenance and Changes to Services. It is within EVO's sole discretion to alter features and functions of the Services and to fix, update and/or upgrade the Services, whether with or without notification to Customer, provided that any such changes will not materially and adversely alter the features and/or functionality of the Services. Where deemed necessary by EVO in its sole discretion, EVO shall have the right to perform repairs, maintenance, upgrades, updates or enhancements to the Services and/or EVO Equipment, with or without prior notice. EVO may, but need not, provide notice where practicable.

EVO Third Party Marketing. EVO may enter into arrangements with third parties who market EVO to prospective customers. When these Terms are accepted by a Customer, the Customer is considered a customer of EVO.

IP Licenses from Customer. Any Customer disclosure of information to EVO regarding alterations or improvements to EVO services shall necessarily include a worldwide, irrevocable license to use (in part or in whole) the Customer disclosed information without payment or royalties.

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Default and Remedies.

Default by Customer .If Customer either (a) fails to make any payment when due, or (b) fails to observe or perform any other material term of this Agreement, and does not cure within thirty (30) days after notice from EVO via email, then EVO may elect to: (i) terminate this Agreement and/or any Sales Quote, in whole or in part; (ii) immediately suspend Customer's Service, in whole or in part; and/or (iii) pursue all remedies available to EVO.

Suspension of Services. Notwithstanding any other provision of this Agreement, EVO may suspend Customer's Services (or any portion thereof) in any of the following circumstances: (i) Customer's use of the Service violates and Applicable Laws; (ii) Suspension is required by applicable law; (iii) Customer's use of the Service poses a security risk to the Service or any third party; (iv) any other condition deemed by EVO as reasonably requiring suspension of Service; or (v) Customer's failure to make payment (as set forth herein).

Default by EVO. If EVO breaches any material term of this Agreement (other than non-performance after breach by Customer), Customer may terminate any applicable Sales Quote without early termination charges, but only after to EVO and 30 days to cure the breach from receipt of notice.

Warranty Disclaimer:

THE SERVICES, EQUIPMENT AND SOFTWARE MADE AVAILABLE BY EVO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. EVO MAKES NO WARRANTIES OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE OPERATION OF THE SERVICES OR OPERABILITY IN COMBINATION WITH PRODUCTS, SERVICES OR SOFTWARE PROVIDED BY THIRD PARTIES. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EVO SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY

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WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR CUSTOMER'S NEEDS, AND NON-INFRINGEMENT. EVO DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR THIRD PARTY SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU BY EVO, EVO'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM EVO OR ANY THIRD PARTY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability:

NEITHER EVO, NOR ANY RELATED ENTITY, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REPLACEMENT COSTS, OR ANY LOSS OF REVENUE OR PROFITS, CONTENT, DATA, OR DATA USE, EVEN IF SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN. EVO'S LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER LEGAL OR EQUITABLE IN NATURE, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO EVO UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

Indemnification:

Customer agrees to defend, indemnify and hold harmless EVO from and against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought by a third party against EVO arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of Customer or any user of the Services, Software or EVO Equipment, regardless of authorization by Customer; (ii) Customer's breach of any obligation, warranty, representation, or covenant of this Agreement; (iii) any claim by any customer of Customer, end user or other third party relating to the Services, Software or EVO Equipment; or (iv) violation of any Applicable Laws by Customer, any Customer employee, contractor, agent, or any customer of Customer.

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Confidentiality:

Definition of Confidential Information: During this Agreement, each party (“Discloser”) may disclose to the other (“Recipient”) its confidential and proprietary information (“Confidential Information”), meaning information which, under the circumstances and due to the nature of the information, would appear to a reasonable person to be confidential and proprietary, including, without limitation, a party’s services, products, strategies, designs, finances, forecasts, plans, processes, systems, pricing, Intellectual property, techniques, and technical data. It includes information regardless of form (oral, written, electronic or otherwise), whether specifically marked “confidential”, and whether disclosed prior to execution of this NDA.

Duties Regarding Confidential Information. Recipient shall (i) protect Discloser’s Confidential Information from any use or disclosure, except as expressly authorized herein, using a standard of care at least equal to that which it uses to safeguard its own confidential information and in no event less than a reasonable standard of care; (ii) use Discloser’s Confidential Information only to the extent necessary to perform under the Agreement; (iii) disclose Confidential Information only to those of its (and its Affiliates’) officers, directors, employees and agents (“Representatives”) who “need to know” in order to perform under the Agreement, provided each is bound by written agreement and/or employment policy to maintain confidentiality of Discloser’s Confidential Information. Recipient shall notify promptly Discloser of any loss or unauthorized use or disclosure Confidential Information. Recipient is liable for breach of this NDA by its Representatives.

Exclusions. Confidential Information shall not include information which i) is or becomes publicly available without Recipient’s breach of this NDA; ii) is known by Recipient prior to disclosure hereunder, not as a result of a prior confidential relationship; iii) is or becomes rightfully acquired by Recipient from a third party who was lawfully in possession of the information and under no obligation to maintain its confidentiality; or iv) is independently developed by Recipient without violation of this NDA. In addition, Recipient may disclose Confidential Information if required by law, regulation, or court or governmental order, provided that to the extent not prohibited by law, Recipient shall provide prompt written

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notice to Discloser of such requirement and Recipient shall disclose only that portion of Discloser's Confidential Information as is legally mandated.

Upon the termination or expiration of this Agreement, or at any time upon the request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, return or destroy (and certify as to such destruction) all Confidential Information of the Disclosing Party in its control or possession, other than copies which the Receiving Party may be required to maintain under applicable law or regulation.

EMERGENCY 911 SERVICES. PURSUANT TO FCC REGULATIONS, CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT HAS RECEIVED AND READ THE LIMITATIONS OF VOIP TELEPHONE SERVICES AS THEY PERTAIN TO E911 SERVICE, AS SET FORTH IN MORE DETAIL IN THE EVO E911 DISCLOSURE, AND THAT CUSTOMER UNDERSTANDS AND ASSUMES THE RISKS AND LIABILITY ASSOCIATED THEREWITH. FURTHER INFORMATION IS ALSO PROVIDED BY THE FCC AT THE FOLLOWING WEBSITE: <https://www.fcc.gov/consumers/guides/voip-and-911-service>

Local Number Portability.

Number Transfer on Service Activation .If Customer elects to transfer an existing phone number(s) subscribed to another carrier for use with the Services, the terms and conditions of this section shall apply:

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EVO shall take steps to notify Customer's current telephone service provider that the existing phone number(s) shall be ported to EVO and represent that Customer authorized this action;

Customer shall provide of all necessary information to EVO and any other applicable service providers. Customer acknowledges the necessary information provided by Customer must be accurate in order to complete the port request, and that the completion of the port request may be outside EVO's control. EVO IS NOT RESPONSIBLE FOR DELAYED OR INCOMPLETE PORTS AND WILL NOT PROVIDE CREDIT FOR ANY SUCH DELAYS.

Customer agrees and acknowledges that until its numbers are ported, only outgoing call service will be available.

Porting Number Used for Services. EVO will cooperate with any valid request from a third-party telephony provider to acting on Customer's behalf to port a telephone number assigned to Customer to a third-party provider. However, receipt and/or compliance with such a request by EVO does not act as a termination of this Agreement, and Customer is responsible for all charges and fees associated with the Service. EVO is not responsible for numbers that cannot be ported or that Customer does not elect to port, nor shall EVO provide any refund based on porting (or the inability to port) a number, and Customer waives any claim associated with any numbers that cannot or are not ported by EVO. If a number cannot be ported or Customer does not elect to port it, all telephone numbers associated with Customer may be released and Customer waives any claim related thereto. Customer acknowledges and agrees it may be required to pay a porting fee not to exceed One Hundred Dollars (\$100.00) per number ported.

Customer Compliance with Recording Laws. Customer is responsible for reviewing and ensuring compliance with federal and state laws governing the electronic recording of telephone conversations, and Customer waives any claim brought by a third party based on Customer's violation of such laws.

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Right to Review Customer Use. Customer expressly agrees that EVO is permitted to review and monitor Customer's use of the Services to ensure compliance with this Agreement.

General.

Assignment of this Agreement. This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party, which it may withhold or grant in its sole discretion. Notwithstanding the foregoing, either party may make an assignment to an affiliate, subsidiary or parent company or may assign the Agreement through a merger, consolidation, sale of all the equity interests of party, or the sale of all or substantially all of the assets of a party upon notice to the other party but without that party's consent. No assignment, even if permitted under the terms of this Agreement, shall relieve either party of the performance of any accrued obligation which such party may then have under this Agreement.

Force Majeure. If circumstances beyond the control of either party (i.e. forces of nature, acts of God, fire, explosion, inclement weather) shall temporarily make it impossible to perform the covenants and agreements herein contained, then the principles of force majeure shall apply and performance shall be temporarily suspended during the force majeure period; provided, however, that either party may terminate this Agreement without penalty if Services are not provided for more than fifteen (15) consecutive days. However, nothing herein alters the obligation to pay for any Services provided.

Intellectual Property and Publicity Limitations. Except as explicitly granted herein, neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets or other intellectual property of the other Party without the prior written authorization.

Nonexclusive Agreement. Nothing in this Agreement prevents either Party from entering into similar arrangements with other persons or entities.

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Except as otherwise provided in this Agreement, any notice required or given under this Agreement to EVO (except for billing disputes as described in Paragraph 7 below) will be in writing and delivered as follows:

Evolution Networks, LLC

Attn: Legal Department

2031 Harrison Street

Suite 7

Hollywood, FL 33020

Electronic Transmission; Counterparts. Any documents may be executed and delivered by electronic transmission, and upon receipt, such transmission shall be deemed the delivery of an original. The party's consent to acceptance of any documents under this Agreement via email.

Essential Purpose. The Parties agree that the limitations and exclusions of liability and warranty disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of this Agreement by reason of such failure.

Survival and Modification. The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement unless otherwise noted in a specific provision. Modifications hereof or additions hereto are not effective unless in a writing

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which specifies that it is a modification to this Agreement and is signed by duly authorized representatives of the parties, unless expressly noted herein.

No Relationship of the Parties. The parties acknowledge they are independent of one another and nothing herein shall create a relationship between the parties of partners, agents or joint venturers.

The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party making the waiver.

The invalidity or unenforceability of any term or provision of this Agreement or the Sales Quote shall not affect the validity or enforceability of any other term or provision hereof.

Governing Law. The laws of the State of Florida will govern this Agreement, without reference to its principles of conflicts of laws. The parties acknowledge the Federal Arbitration Act ("FAA") shall govern the interpretation, validity and enforceability of the arbitration provisions below.

Entire Agreement. This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

Dispute Resolution; Binding Arbitration.

Written Notice. In the event either Party has a dispute or claim against the other Party (except with respect to invoice disputes which are addressed in Section 7), the disputing

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Party shall provide written notice to the other Party in accordance with the notice provisions above.

Good Faith Efforts to Resolve the Dispute. The Parties agree to use commercially reasonable efforts to resolve the dispute in good faith within thirty (30) days of the receipt of notice. The parties are precluded from pursuing or commencing proceedings regarding the dispute in any court or arbitration within thirty (30) calendar days of the receipt of notice unless in extraordinary circumstances in which a preliminary injunction or temporary restraining order is sought.

Resolution in Small Claims Court. If the parties are unable to resolve the dispute in good faith within thirty (30) calendar days, and the claim falls within the dollar limit allowed by applicable state law along with any other jurisdictional requirements, either Party may seek to have that dispute resolved in small claims court in any state in which Services are provided to the Customer.

Binding Arbitration. If negotiations fail to resolve the dispute within thirty (30) calendar days, and/or small claims court is not a valid option due to limits on the amount in controversy or jurisdictional defects, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) (available on the AAA website, adr.org) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate is intended to be given the broadest possible meaning under Applicable Laws. An arbitration dispute shall not otherwise prevent either party from terminating Services in accordance with the Terms (including early termination penalties).

Disputes About This Agreement to Arbitrate. Disputes about the arbitrability of any claims and/or the scope, enforceability, or validity of this arbitration agreement shall be decided by an arbitrator.

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Notice for Commencing Arbitration. If an agreement to resolve the dispute is not reached, the initiating party (“claimant”) shall file with the AAA a Demand for Arbitration, the administrative filing fee, and a copy of the applicable arbitration agreement from the parties’ contract which provides for arbitration. Further procedures are found at the AAA website (<http://www.adr.org>). Neither party shall disclose any settlement offer made by Customer or EVO to the arbitrator until after the arbitrator determines the amount, if any, to which the prevailing party is entitled.

Arbitration shall be conducted solely on the papers or through a telephonic hearing if requested by the arbitrator. If the claim is \$20,000 or more, the right to a hearing will be determined by the AAA rules.

Each Party will be responsible for all of its own fees and costs incurred in initiating and conducting arbitration. The parties will split the arbitrator’s costs and expenses equally. The prevailing Party in the appeal or judicial proceeding challenging the arbitration award shall be entitled to recover all reasonable attorneys’ fees and costs incurred in that appeal or judicial proceeding, but shall not be entitled to fees or costs associated with the underlying arbitration.

Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

If any term, covenant, or condition contained in this dispute resolution/arbitration provision, is, to any extent, held invalid or unenforceable in any respect under the laws

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governing this dispute resolution/arbitration provision, the remainder of this dispute resolution/arbitration provision shall be valid and enforceable to the fullest extent permitted by law.