

VOICELIFT, INC. SERVICES AGREEMENT

This Basic Services Agreement is entered into this 21st day of June, 2007 between VoiceLift, Inc. (“VLI”), a Texas corporation, and _____ (“Customer”), a _____.

WHEREAS, Customer desires to obtain from VLI certain services, all as described herein; and

WHEREAS, VLI is desirous of providing such services to Customer, all on the terms and conditions as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. VLI shall provide Customer the services described on the attached Exhibit A (the “Service”), for the price and on the terms as set forth on Exhibit A. The parties acknowledge that VLI’s obligation to provide the Service is subject to its having obtained all of the requisite licenses and consents to provide the Service described herein. From time to time Customer may order additional Service on such prices as shall be agreed upon by the parties, which Service(s) shall be governed by the terms and conditions of this Agreement and which shall be evidenced by an amendment to Exhibit A.
2. VLI shall provide Customer the Service Level Agreement (“SLA”) as described on the attached Exhibit B.
3. The Initial Term shall be twelve (12) months for each Service which term shall commence for such Service upon the activation of the Service. Each Service shall automatically renew for a month to month term unless terminated by either party at least 30 days prior to the then current date for termination. VLI reserves the right to change its rates for any renewal term by notifying Customer at least 60 days in advance of the effective date of such rate change.
4. The installation fee, if applicable, shall be due upon activation of each Service. Billing for each Service shall commence on the date such Service is activated. Customer will be invoiced monthly for all amounts due and owing to VLI. All payments are due within 15 days after the date of such invoice. All payments required by this Agreement are exclusive of any national, state, municipal or other governmental excise, sales, value-added and occupational taxes and other levies, all of which Customer shall be responsible for, and will pay in full, other than taxes based on VLI’ net income. Customer will be deemed to be in default hereunder if payment is not received within 15 days after the date of such invoice and in addition to its other remedies, VLI may charge Customer an interest rate equal 1-1/2% per month. In the event Customer moves the location of any Service, VLI reserves the right to charge Customer an additional installation fee.
5. VLI’s network may only be used for lawful purposes. VLI reserves the right to, from time to time, monitor Customer’s activity. The transmission of any material in violation of any United States or state regulations is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary or judged by VLI to be inappropriate or improper such as unsolicited bulk e-mail messages. VLI has zero tolerance for unsolicited bulk e-mail messages and reserves the right to terminate the Service in the event that VLI becomes aware that Customer, or persons making use of Customer’s services are using the VLI network for the distribution of unsolicited bulk e-mail messages.

6. SUBJECT TO THE SERVICE LEVEL AGREEMENT SET FORTH ON EXHIBIT B VLI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTION HOWEVER CAUSED. USE OF ANY INFORMATION OBTAINED BY VLI' NETWORK IS AT YOUR OWN RISK. VLI SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES.
7. Upon the occurrence of a breach by Customer of any provision hereunder, VLI reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services provided to Customer hereunder. In addition, upon the occurrence of any breach hereunder, 75% of the cumulative total of the balance of all monthly payments remaining on this Agreement shall become due and payable as of that date as liquidated damages and not as a penalty. Customer acknowledges that the amounts payable pursuant to the preceding sentence are equitable compensation to VLI, and are intended to reasonably compensate VLI for the losses which are occasioned by Customer failure to honor Customer's obligations hereunder and that the exact amount of damages is difficult or impractical to establish. Should VLI fail to perform under the attached SLA, customer will, at its option, be able to terminate this agreement with 30 days written notice and payment in full of any unpaid balance due and owing at the time notice is received.
8. Customer shall indemnify VLI, its affiliates, officers, directors, licensees and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Customer's breach of any provision of this Agreement.
9. This Agreement is deemed to be entered into in the State of Texas and shall not become a binding obligation of VLI until it has been executed by an officer of VLI. This Agreement is subject to credit approval by VLI in its sole discretion. The parties agree that any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
10. VLI may assign this Agreement without Customer's prior consent and all of VLI's rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Customer other than to an affiliate of Customer except with the written consent of VLI, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Customer has the right to cancel this Agreement upon assignment.
11. Neither party shall disclose any of the terms and conditions of this Agreement without the prior written consent of the other, provided, however, in any of its sales and marketing materials, VLI may refer to Customer as its customer.
12. This Agreement may be modified only by a written instrument signed by the party against which the modification is being enforced.
13. Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified mail, return receipt requested with adequate postage affixed, delivered to a national overnight courier service and addressed to the persons set forth in the signature block hereto or by facsimile to such other address as either party may provide to the other in accordance with the provisions

hereof. A copy of any notice to VLI shall be sent to the Chief Financial Officer at the address set forth below.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.

VoiceLift, Inc. _____(Customer)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: P.O. Box 1656
Cocoa, FL 32923 Address: _____

EXAMPLE DOCUMENT

Exhibit A

Services

[Must include Site location, Description of service, Equipment to be provided, if any, MRR, Installation fee, total MRR and total non-recurring fees]

Site	Address	Description of service (s)	Monthly Recurring	One Time Installation Charges
Business		T1 Internet Service (Local Loop and Internet)	\$XXXX	\$XXXX
		TOTAL:	\$XXXX	\$XXXX

EXAMPLE DOCUMENT

Exhibit B

Service Level Agreement

Today's Internet users demand a high performance, highly reliable Internet service that they can depend on to run their business. VoiceLift, Inc. meets these requirements by providing an Internet and WAN Service Level Agreement (S.L.A.) that guarantees 99.999% network availability and a premium level of Internet performance. The S.L.A. is just another important piece of VoiceLift, Inc. total business Internet solutions.

The **VoiceLift, Inc. S.L.A.** delivers the following commitment to our customers:

1. Service Level Targets

- a. **Network Availability.** VoiceLift guarantees 99.999% network availability. This guarantee will cover the VoiceLift network, VoiceLift provided local access circuit, and any VoiceLift provided equipment.
- b. **Proactive Notification.** VoiceLift will notify customer within 15 minutes of any circuit outage per customer's pre-determined notification procedures.
- c. **Latency and Packet Loss.** Average latency shall not exceed 50ms on the VoiceLift network. VoiceLift has no control, nor does VoiceLift provide any guarantees, about latency once Customer's traffic leaves the VoiceLift network and enters the public Internet. Average packet loss shall not exceed 5% over a 30-day period.
- d. **Any complaints, in regards to network downtime, network latency, and/or proactive support, must be submitted in writing within thirty (30) days of the date of the discrepancy.**

2. Definitions

Availability: Availability is defined as the monthly percentage of time (in minutes) during which the Customer can pass traffic.

Unavailability (Outage) is defined as any network event resulting in downtime during which a Customer cannot pass traffic for a period in excess of five (5) minutes, provided that such Outage is on the VoiceLift network and not caused directly or indirectly by Customer. An Outage shall be deemed to commence upon the opening of a trouble ticket ("Ticket Open") with the VoiceLift Network Control Center and shall be deemed to terminate upon the restoration of service.

An Outage shall not be deemed to occur upon the occurrence of routine maintenance or upon the occurrence of an act outside of the control of VoiceLift such as loss of power at the customer premises or an act of nature.

Average Monthly Availability is calculated via the following formula:

$$\text{Average Monthly Availability (\%)} = \frac{\text{Total minutes in month} - \text{total unavailable minutes in month}}{\text{Total minutes in a month}} * 100$$

Core network: Core network is defined as the VoiceLift core network infrastructure located in VoiceLift's Houston data center, meaning all network elements from the ingress customer network port on the network node to the egress customer network port on the network node. Local access and customer premise equipment are specifically excluded.

Region: Region shall be defined as the Southwestern United States with measurement points as defined below under "Measurement."

Edge: Edge is defined as inclusive of customer network port, local access, and customer premise equipment, measured end to end.

Latency¹:

Average Latency within each Region = $\frac{\text{Sum of day's Latency readings within Region in milliseconds}}{\text{Total readings counted in a day within Region}}$

Average Latency between Regions = $\frac{\text{Sum of day's Latency measurements between relevant Regions in milliseconds}}{\text{Total readings counted in a day between relevant Regions}}$

Latency is defined as the time required for a packet to travel round trip, either within or between Regions.

End to end Latency guarantee can be calculated by adding the corresponding access serialization and CPE delay to the Latency Matrix below.

Access Circuit	Additional Delay (per site)
64 Kbps	20 ms
128 Kbps	12 ms
256 Kbps	8 ms
512 Kbps	6 ms
768 Kbps	5 ms
T1 and above	5 ms

¹See **Measurement**

Measurement: VoiceLift captures service level metrics using active monitoring systems, which gather statistics on a regular basis using Internet Control Message Protocol (ICMP)-based round trip data between specified service level measurement points. The data generated within each region is then averaged to produce an average service level measurement. Among the average figures calculated are regional Availability, Packet Loss and Latency.

Service Level Measurement Points:
North America: Dallas, Houston

On-Net: On-Net is defined as any services which are exclusively delivered across the VoiceLift Core Network and are fully managed and supported by VoiceLift.

Off-Net: Off-Net is defined as any service that is not exclusively delivered across the VoiceLift Core Network nor fully managed and supported by VoiceLift.

Packet Loss¹:

Average Packet Loss within each Region (%) = $\frac{\text{Sum of packets lost within the Region per day} * 100}{\text{Total packets sent within the Region per day}}$

Average Packet Loss between Regions (%) = $\frac{\text{Sum of packets lost between relevant Regions per day} * 100}{\text{Total packets sent within relevant Regions per day}}$

Average Packet Loss (%) for each Region is defined as the average percentage of packets not delivered when sent either within or between Regions.

The Packet Loss guarantee between Regions is the lesser of the regional guarantees in Section 1.

¹See **Measurement**

Pro-Active Notification:

VoiceLift will contact all Customers within fifteen (15) minutes of any circuit Outage. Notification will be given per the customer's specific contact procedure. VoiceLift will provide such notification by telephone or e-mail only (e-mails can also be sent to pagers, BlackBerry's, etc.). Customer shall provide VoiceLift, in writing, the contact procedure.

Redundant Edge: Redundant Edge is defined as a customer implementation where more than one local access, VoiceLift-managed customer premise equipment, and customer network port has been put in place with diverse routing for resiliency purposes, measured end to end.

Scheduled Maintenance Windows:

Tuesday 2am - 6am*

Thursday 2am - 6am*

Saturday 4am - 8am*

* All times listed under Scheduled Maintenance Windows are local times and subject to change. VoiceLift will use commercially reasonable efforts to perform routine maintenance only during the Saturday maintenance window. The Tuesday and Thursday windows are reserved for emergency maintenance.

3. Credits

- a. On a month-to-month basis, a credit equal to one (1) hour service will be given for every two (2) hours of customer downtime. (*Maximum credit in a month cannot exceed total service fees paid by customer to VoiceLift.*)
- b. If VoiceLift fails to meet the Latency, Packet Loss, or Pro-Active Notification SLAs, a credit equal to 5% of the monthly invoice will be issued to customer.
- c. Any complaints, in regards to network downtime, network latency, and/or proactive support, must be submitted in writing within thirty (30) days of the date of the discrepancy. Failure to do so voids Customer's rights to receive such credits.

4. Termination: Customer shall have the option to terminate this Agreement with respect to which:

(a) in any two (2) consecutive months, VoiceLift (i) fails to achieve the stated service levels with respect to Latency or Packet Loss or (ii) has cumulative Outages that equal or exceed four (4) hours per month per Connection; or

(b) at any given time, VoiceLift has Outages that equal or exceed eight (8) consecutive hours per Connection (each a "Termination Event").

In the event a Termination Event occurs and Customer desires to terminate the Agreement with respect to which such Termination Event occurred, Customer shall provide VoiceLift with written notification detailing the performance deficiency(ies) giving rise to the Termination Event, which notice must be sent within thirty (30) days following the end of the second deficient calendar month for clause (a) above or deficient calendar month for clause (b) above, as the case may be. VoiceLift will then have thirty (30) days from the receipt of Customer's notification to remedy the deficiency(ies) by (i) meeting the service levels with respect to Latency and Packet Loss, and (ii) not having an Outage that equals or exceeds eight consecutive hours per site during such 30-day cure period. If VoiceLift fails to

meet the service levels with respect to Latency and Packet Loss or has an Outage that equals or exceeds five (5) consecutive hours per site within such 30-day cure period, Customer will have the option to cancel the applicable Connection upon VoiceLift's receipt of written notice. Such termination shall be without any further obligation to VoiceLift other than the payment of all amounts due and owing to VoiceLift through the date of such termination inclusive of any credits that apply to Customer. Failure by Customer to provide VoiceLift with timely notifications as set forth herein, will be deemed a waiver by Customer of this termination right.

Agreed to by: _____
(Company)

VoiceLift, Inc. _____

(Signature)

(Signature)

(Name)

(Name)

(Date)

(Date)

EXAMPLE DOCUMENT