

This agreement ("Agreement") is between Alteva, LLC. ("Alteva") and the Customer whose name is set forth at the end hereof ("Customer") of the Alteva Voice and Data Communications Service ("AltevaTone"). Any AltevaTone services or products ("Services") provided by Alteva to Customer shall be governed by the terms and conditions herein. Customer acknowledges that they are of legal age to enter into this Agreement.

1. **TERMS AND CONDITIONS.** The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY CUSTOMER AT ANY TIME ARE HEREBY OBJECTED TO BY Alteva, AND ANY SUCH DOCUMENTS SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE OR SERVICE RENDERED HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON Alteva. No waiver or amendment to this contract or these terms and conditions shall be binding on Alteva unless made in writing expressly stating that it is such a waiver or amendment and signed by an Officer of Alteva.
 2. **TERM.** This Agreement shall remain in effect for one (1) year (The Initial Term). Either party may terminate this Agreement for any reason at the end of the first year of the Initial Term by giving written notice to the other party not less than thirty (30) days and not more than ninety (90) days prior to the first anniversary date of the Effective Date. Unless terminated in accordance with this Agreement, the Agreement shall automatically be renewed after the Initial Term on each anniversary of the Effective Date for subsequent periods of one (1) year (the Renewal Term(s)) (unless specifically designated, the Initial Term and the Renewal Term(s) are collectively referred to as the Term), unless either party provides written notice to the other not less than thirty (30) days prior to any anniversary date of a Renewal Term of the termination of this Agreement at the end of such Renewal Term. Either Party may terminate this Agreement solely in accordance with the provisions provided in this Agreement.
 3. **911 & SERVICE LIMITATIONS.** The Federal Communications Commission (FCC) requires that Alteva provide E911 Service to all Customers who use Alteva services within the United States. Sections 3.1-3.7 apply to all Customers who use Alteva services within the United States. Section 3.8 applies to all Customers.
 - 3.1. **911 ACKNOWLEDGEMENT AND WARNING LABELS.** CUSTOMER ACKNOWLEDGES THAT ALTEVA'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 3 AND CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. Alteva WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. CUSTOMER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, CUSTOMER MAY REQUEST THEM FROM Alteva. Alteva WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT ALTEVA HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH ALTEVATONE E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. Alteva ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.
 - 3.2. **ELECTRICAL POWER.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.
 - 3.3. **INTERNET ACCESS.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.
 - 3.4. **NON-VOICE SYSTEMS.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. CUSTOMER HAS NO CLAIM AGAINST ALTEVA FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.
 - 3.5. ALTEVATONE E911 SERVICE IS A MANDATORY COMPONENT OF ALL INBOUND/OUTBOUND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON VIRTUAL NUMBERS, TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. CUSTOMERS WHO SUBSCRIBE TO ALTEVATONE E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (DTA OR VIDEOPHONE) WITH Alteva, EITHER ON THE ALTEVACORP.COM WEBSITE OR BY CALLING CUSTOMER SERVICE, AND AGREE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. CUSTOMER ACKNOWLEDGES THAT ALTEVA'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY ALTEVA WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO ALTEVATONE BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, ALTEVA MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE CUSTOMER'S ACCOUNT OR INITIAL ORDER.
 - 3.6. CUSTOMERS WHO ARE REQUIRED TO SUBSCRIBE TO ALTEVATONE E911 SERVICE WILL BE SUBJECT TO A ONE-TIME PROVISIONING FEE AND TO A MONTHLY E911 SERVICE CHARGE. THE PROVISIONING FEE AND MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE RESIDENTIAL OR BUSINESS PLAN CHARGES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR ALTEVATONE E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES ALTEVA FOR THE DIRECT COSTS IT INCURS IN PROVIDING ALTEVATONE E911 SERVICE, INCLUDING EXPENSES ALTEVA INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO CUSTOMERS SUBSCRIBING TO THIS SERVICE. ALTEVA RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS. (SEE SECTION 11 REGARDING CHANGES TO THE AGREEMENT, SERVICES OR PLAN).
 - 3.7. CUSTOMER ALSO ACKNOWLEDGES THAT ALTEVATONE E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE ALTEVATONE E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. BECAUSE CUSTOMER CIRCUMSTANCES VARY WIDELY, CUSTOMERS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON ALTEVATONE E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH ALTEVATONE E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

** ALTEVATONE E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S DATA, PHONE OR VIDEOPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S ALTEVATONE SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE ALTEVATONE SERVICE, INCLUDING FOR E911 PURPOSES.

** AFTER INITIAL ACTIVATION OF THE E911 SERVICE, AND FOLLOWING ANY CHANGE OF AND UPDATE TO CUSTOMER'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO OUR NOMADIC E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE.

** THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING ALTEVATONE E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE ALTEVATONE E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE ALTEVATONE NETWORK, THERE IS A POSSIBILITY THAT AN ALTEVATONE 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.

** IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE ALTEVATONE EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, ALTEVATONE E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.
 - 3.8. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ALTEVA WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING ALTEVATONE OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO ANY FAILURE IN USING ALTEVATONE E911. NEITHER ALTEVA NOR ITS AGENTS, OFFICERS, OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTIONS ARISING FROM OR RELATING TO ALTEVATONE E911 SERVICES, ALTEVATONE OPERATOR ASSISTED 911 SERVICE, AND OTHER FORMS OF 911 DIALING, EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT DIRECTLY AFFECT THE ALTEVATONE E911 SERVICES. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS ALTEVA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS AND UNDERLYING PROVIDERS FROM ANY AND ALL CLAIMS OR ACTIONS ARISING OUT OF ALTEVATONE E911 AND ALTEVATONE OPERATOR ASSISTED 911 EXCEPT FOR CLAIMS BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
4. **EQUIPMENT.** To provide the Services, Alteva may provide Equipment to Customer. All Equipment shipments are F.O.B. Alteva's facility. Alteva's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Services. Customer shall be required to obtain authorization from Alteva to return any Equipment. Alteva will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. Alteva will not cover replacement for lost, stolen or modified equipment. Equipment returned by Customer that is not covered under warranty may be refused by Alteva, and Customer will be responsible to pay return shipping charges.
5. **BILLING, CHARGES AND PAYMENT.**
 - 5.1. **PAYMENT.** Payment for Services will be due twenty (20) days after the invoice date. Customer agrees to pay all invoices on the date due by automatic debit (via ACH) to an account designated by it. Customer shall furnish Alteva with the information necessary to initiate the ACH debits.
 - 5.2. **CREDIT TERMS.** All Services provided to Customer and covered by the Agreement shall at all times be subject to credit approval or review by Alteva. Customer will provide such credit information or assurance as is requested by Alteva at any time. Alteva, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.
 - 5.3. **BILLING.** Alteva will provide Customer with a monthly billing statement for the Services and bill all charges invoiced to Customer. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed subsequent to the end of each month's service. Billing for monthly service fees commences upon activation of the Services at the customer's site or from when the customer makes the first call on the AltevaTone Service, whichever comes first, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.
 - 5.4. **LATE/NON-PAYMENT.** If any charges for the Services are due but unpaid for any reason, Alteva may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by Alteva. A fee of fifteen dollars (\$15.00) per DID or Extension will also be charged to activate a suspended account. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder.
 - 5.5. **TAXES.** Unless otherwise agreed in writing by Customer and Alteva, Customer shall pay any and all sales taxes, fees, tariffs, or other similar levies imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with the Services.. If any amounts paid for the Services by Customer are refunded by Alteva, applicable taxes may not be refundable.
 - 5.6. **REGULATORY RECOVERY FEE.** A Regulatory Recovery Fee of \$1.50 will be charged monthly to offset costs incurred by Alteva in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee will apply to every phone number assigned, including toll free and virtual numbers.
 - 5.7. **TRIAL PERIOD.** Alteva offers a thirty (30) day trial period ("Trial Period") to new Customers for their first AltevaTone account. The Trial Period commences upon activation of the Services at the customer's site or from when the customer makes the first call on the AltevaTone Service, whichever comes first. If Customer is not satisfied with the Services during the Trial Period, Customer may obtain a refund of the Equipment cost, activation fee, and monthly service fee. Applicable taxes will be refunded to the extent allowed by law. Shipping charges will not be refunded. To obtain a refund, Customer must: a) Notify Alteva within thirty (30) days of activation of the Services at the customer's site or from when the customer makes the first call on the AltevaTone Service, whichever comes first and obtain a return material authorization number from Alteva for the Equipment and, b) Return the Equipment to Alteva within seven (7) days of cancellation of the Services in its original, unaltered condition with all packaging intact. The Trial Period refund shall not apply to Customers that have trial period usage in excess of five hundred (500) minutes, and the Trial Period shall expire when Customer exceeds five hundred minutes of usage.
 - 5.8. **DISCONNECTION FEES.** Subsequent to the expiration of the Trial Period, if a Customer terminates Voice Service within twelve (12) months of the initial purchase of the Services, Alteva shall charge a Disconnection Fee of fifty-nine dollars (\$59.00) for voice plan subscribers and if a Customer terminates Video Service within twenty four (24) months of the initial purchase of the Services, Alteva shall charge a Disconnection Fee of two hundred and ninety nine dollars (\$299.00). The Disconnection Fee shall be waived after Customer completes twelve (12) months of consecutive service for voice service only plans or twenty four (24) months of consecutive service for video service plans. Disconnection Fees shall be billed to Customer's Credit Card when Customer notifies Alteva of the cancellation of the Services.
 - 5.9. **RATE CHANGES.** Alteva may change the prices for the Services and toll charges from time to time. Alteva may change prices, plans, taxes or fees without any advance notice. In the event of a change in prices or toll charges, Alteva will post such changed rates to the web site currently located at <http://www.altevacorp.com> and will give advance notice of any increased rates by e-mail and/or in Customer's monthly on-line billing statement. International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates.
 - 5.10. **CREDITS.** Customer acknowledges and agrees that the Services are provided "as is, where is." Credit allowances for interruption of the Services shall not be provided.
 - 5.11. **DISCOUNTS.** From time to time in its sole discretion, Alteva may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered by Customer upon purchase of the Services. Customer shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.

- 5.12. **BILLING DISPUTES.** If Customer disputes any portion of its monthly invoice, Customer must pay the undisputed portion of the statement in full by the due date and submit a written claim fully documenting the reasons the remaining amount is disputed. After receipt of such claim, Alteva will undertake an investigation of the disputed charges. At the conclusion of the investigation, Alteva will notify Customer of any amount determined by Alteva to be correctly charged and such amount will become immediately due and owing. Amounts determined by Alteva to have been correctly charged will be subject to the Late Payment Fee. Unless such claim is submitted in this manner and received by Alteva within ten (10) days of the date the invoice is issued, Customer waives all rights to dispute such charges, unless otherwise provided by law.
6. **TOLL CHARGES.** Every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Plan. Calls to a phone number outside the United States and Canada to a non-AltevaTone phone number will be charged at the current rates published on the AltevaTone web site. The duration of each call is to be calculated in 6 second increments and rounded up to the nearest six second increment for any fraction of seconds used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent. When Customer dials an International PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by a Customer to an International mobile, rather than landline, or premium rate telephone number may result in higher toll charges. These toll charges are listed on the altevacorp.com website.
7. **LOCAL AND LONG-DISTANCE BUNDLE PLANS** The charges for the Local and Domestic Long-Distance Unlimited Plan shall consist of the following components: (i) a non-recurring installation charge per Subscriber; (ii) a monthly recurring DID/DOD charge; and (iii) a monthly recurring Subscriber charge applicable to the particular Market. This plan only applies to U.S. Domestic long-distance. Any long-distance calls to International destinations shall be billed in accordance with the International Long-Distance Usage Plan as described in Section 6 above. This plan applies to use not consistent with call center or high volume call activities. To be eligible for this bundle, Customer agrees all subscribers, lines, licenses, DID's and/or users affiliated with the Customer in any way will be assigned to the bundle pricing and restrictions. The monthly recurring charge assumes that Customer's average Domestic long-distance usage across all subscribers, lines, licenses, DID's and/or users under this plan in any month will not exceed one thousand one hundred (1100) domestic long distance minutes per Subscriber ("Maximum Average Usage"), which average Domestic long-distance usage is calculated as Customer's aggregate minutes of Domestic long-distance usage during any calendar month divided by the Average Number of Subscribers under this plan for such month. Only aggregate minutes and subscribers that have been billed for the full month will be used to calculate ("Maximum Average Usage"). In the event Customer's average Domestic long-distance usage in any month exceeds the Maximum Average Usage, then, in addition to all other amounts, Customer may be subject to an additional per minute usage charge for every minute (or portion thereof) by which Customer's actual average Domestic long-distance usage exceeded the Maximum Average Usage per phone number for that month.
8. **LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT.** Customer shall not modify the Equipment in any way without the express written permission of Alteva. Customer shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. Customer shall immediately notify Alteva of any lost or stolen Equipment and shall cooperate with Alteva in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At Alteva's sole option, failure to report lost or stolen equipment in a timely manner will cause Customer to be responsible for all service fees accrued until the time that Alteva is informed of the loss or theft and can effect a termination of the Services.
9. **PROHIBITED USES.** Any use of the Services or any other action that causes a disruption in the network integrity of Alteva or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services at the sole discretion of Alteva. Customer understands that neither Alteva nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of Alteva.
10. **CHANGES TO THE AGREEMENT, SERVICES OR PLAN.** Alteva reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan (a "Change of Service"). In the event of a Change of Service, Alteva will post to the Web Site currently located at http://www.altevacorp.com/about/service_terms.asp. Notice will be considered received by Customers and such changes will become binding to Customers, on the date the changes are posted to the Web Site ("Change Date"), and no additional notice will be required. If Customer does not send Alteva notification of their desire to terminate this agreement or uses the Service after the Change Date, Customer is deemed to have accepted and consented to the change of terms and conditions of the Service. If Customer does not consent to the change of service and terminates this agreement, Customer will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. Customer may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. In no case will an activation fee be credited after thirty (30) days from the initial purchase of the Services for a Plan change or cancellation. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply.
11. **TERMINATION.** Customer agrees to provide Alteva with thirty (30) days notice of termination. Customer shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to Alteva. In accordance with section 5, Disconnection Fees may apply. Alteva reserves the right, at its sole discretion, to suspend, terminate or change the Services without advance notice for any reason, including without limitation, misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, Alteva, Alteva's network or other Customers' use of the Services. Alteva reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that Alteva's determination is final and binding on Customer. Alteva may require an activation fee to change or resume a terminated or suspended account.
12. **PRIVACY.** AltevaTone utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, Alteva cannot guarantee the security of voice and video communications of Customer. Alteva is committed to respecting a Customer's privacy. Once Customer chooses to provide personally identifiable information, it will only be used in the context of the Customer's relationship with Alteva. Alteva will not sell, rent, or lease Customers' personally identifiable information to others. Unless required by law or subpoena or if Customer's prior permission is obtained, Alteva will only share the personal data Customer provides with other Alteva entities and/or business partners that are acting on Alteva's behalf to complete the activities described herein. Such Alteva entities and/or national or international business partners are governed by Alteva's privacy policies with respect to the use of this data. Alteva is required to file numerous reports with different administrative bodies. As such, Alteva may provide aggregate statistics about customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, Alteva reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either Alteva or any company affiliated with Alteva. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Alteva may disclose personally identifiable information.
13. **RETURNS AND ADJUSTMENTS.** No Equipment may be returned by Customer for any reason without prior approval of Alteva. All returns shall be in original packaging or equivalent. Customer shall be responsible for all costs related to shipping to Alteva any Equipment that is being returned. Any Equipment returned to Alteva without prior authorization for its return or proper packaging may be refused. In order to obtain an appropriate refund, upon cancellation Customer must immediately obtain a return material authorization number from Alteva, return to Alteva any Equipment provided hereunder, undamaged and in good working condition, in its original packaging and with its original content or otherwise will be immediately responsible for paying to Alteva an amount equal to the fair retail price of the equipment minus any payments Customer had previously paid specifically for said Equipment.
14. **TECHNICAL SUPPORT.** Alteva provides technical support to Customers via telephone and e-mail for the Services and the Equipment provided hereunder. Support for other applications and uses is not provided or implied.
15. **BREACH.** In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, Customer shall reimburse Alteva for all attorney, court, collection and other costs incurred by Alteva in the enforcement of Alteva's rights hereunder and Alteva may keep any deposits or other payments made by Customer.
16. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold Alteva, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.
17. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL Alteva OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF LIFE, INJURY, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF Alteva OR ITS VENDORS OR OTHERWISE.
18. **WARRANTY AND LIABILITY LIMITATIONS.** Alteva MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER Alteva NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO Alteva'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISE 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 DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF Alteva'S OR ITS VENDORS' NEGLIGENCE. ANY CLAIM AGAINST Alteva MUST BE MADE WITHIN 90 DAYS OF THE EVENT OF THE CLAIM OR 90 DAYS FROM THE TERMINATION OF SERVICE, WHICHEVER IS EARLIER AND Alteva HAS NO LIABILITY THEREAFTER. Alteva'S LIABILITY IS LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND. Alteva MAY ELECT TO PROVIDE A REFUND IN LIEU OF CREDIT, REPLACEMENT OR REPAIR. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN Alteva. IN NO EVENT SHALL Alteva'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY CUSTOMER TO Alteva IN THE PRIOR TWELVE (12) MONTHS FROM DATE OF CLAIM.
19. **EXPORT COMPLIANCE.** Customer agrees to comply with U. S. export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.
20. **SURVIVAL.** The provisions of section 3, 5, 13, 14, 15, 16, 17, 18, 21 and 23 shall survive any termination of the Agreement.
21. **NOTICES.** Alteva communicates with Customers primarily via email. Notices to Customer shall be sent to the email address specified by Customer at the time of registration for the Services or as subsequently specified by Customer ("Email Address"). Customer is responsible for notifying Alteva of any Email Address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.
22. **FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).** Alteva shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of Alteva as may occur in spite of Alteva's best efforts.
23. **GOVERNING LAW / RESOLUTION OF DISPUTES.** The Agreement and the relationship between Customer and Alteva shall be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. Customer and Alteva agree to submit to the personal and exclusive jurisdiction of the courts within the state of New Jersey, to the extent possible in Burlington County, and waive any objection as to venue or inconvenient forum. The failure of Alteva 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. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
24. **ENTIRE AGREEMENT.** The terms and conditions of this Agreement, along with the rates posted to the web site currently located at <http://www.altevacorp.com>, constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of Alteva and Customer.

IN WITNESS WHEREOF, this MA is signed on behalf of the respective parties by their duly authorized representatives on the dates set forth below.

CUSTOMER:

ALTEVA:

Alteva, LLC
600 Delran Parkway Ste B
Delran, NJ 08075

William R. Bumbernick
President
Alteva, LLC