



Presented by:

<Name of Account Executive>

<Position Account Executive>

Presented to:

<Contact>

<Company>

SERVICE AGREEMENT

The following are the terms and conditions of the SERVICE AGREEMENT together with the General Terms and Conditions posted on www.nexogy.com/legal (the "Agreement" or "Service Agreement") between NEXOLOGY, INC., a Florida Corporation ("NEXOLOGY", "we" or "us"), and the Customer signing this Agreement (the "Customer", "you" or "your").

For the consideration exchanged herein and other good and valuable consideration, receipt of which is acknowledged by the parties, NEXOLOGY and Customer agrees as follows:

1. Term of Service

The initial term of the Agreement shall be for the term set forth on Exhibit A or the duration of the term of Data Services, as defined below, purchased by Customer whichever is greater ("Term"). The effective date of this Agreement shall be the date the last party signs this Agreement ("Effective Date"). This Agreement shall be renewed automatically upon the Term's expiration for successive one-year terms unless either party notifies the other party in writing at least thirty days prior to the expiration of the Term.

2. Service/Pricing/Return of Telephone

- a. In addition to the General Terms and Conditions posted on www.nexogy.com/legal, NEXOLOGY agrees to provide Customer with hosted PBX services for local and long distance telecommunication services, internet services, call recording capabilities, and/or any other services selected and attached hereto as Exhibit A and on any future amendments during the Term and successive terms (collectively "Service" or "Services"). In addition, NEXOLOGY agrees to comply with the Service Level Agreement posted on NEXOLOGY'S website, www.nexogy.com ("Website") and specifically at www.nexogy.com/legal, and which is an exhibit to this Agreement and is hereby incorporated by reference into this Agreement. All Services and Products purchased after the Effective Date of this Agreement shall be subject to this Agreement, as amended. In the event Customer terminates a Service, including without limitation Data Service as defined below (subject to paragraph 4(b)), prior to the start of Service date ("Installation Date" or "Start of Service Date") or subsequent thereto, Customer shall pay NEXOLOGY: (1) the price set by NEXOLOGY for phones, equipment, hardware or products financed or leased by NEXOLOGY to Customer, (2) all third party charges paid or incurred by NEXOLOGY as a result of the termination and arising out of this Agreement, including without limitation the Data Service Termination Fee if the Data Service is terminated on or before the Installation Date (there may be additional fees charged by third parties for termination of Data Service) and all other amounts paid or owed to third parties by NEXOLOGY in connection with the purchase, lease or providing of equipment, phones, hardware or products to Customer as a result of this Agreement (excluding the amount paid by NEXOLOGY for the phones which is part of the price set by NEXOLOGY for the phones and to be paid by the Customer as set forth above in Section 2a1, in addition to (3) all other amounts recoverable under this Agreement or under applicable law. Customer shall pay for all products and hardware listed on Exhibit A in connection with the Services.

Unless set forth herein, prices for NEXOLOGY Services are listed in Exhibit A. Customer accepts that the activation fee is non-refundable and immediately due upon entering into this Agreement. Prices are exclusive of all sales, use and other taxes and government and regulatory fees. Customer is responsible for any pertinent federal, state, municipal, local or government sales, use, excise or other taxes, fees or charges as a result of Customer's subscription to Service or a relevant later enacted regulation. NEXOLOGY may request references and other information from Customer to establish creditworthiness. If NEXOLOGY decides that Customer is not creditworthy, it may request payment in advance.

- b. NEXOLOGY offers unlimited monthly plans for some of its products and Services. An unlimited plan provides Customer with unlimited calling within continental U.S. and Canada and is subject to the terms and restrictions of the Use Policy set forth below and other restrictions described in this Agreement. If, for any reason, NEXOLOGY believes that Customer is using the unlimited plan for a prohibited purpose and/or

Customer call usage violates the Use Policy, then NEXOGY may, in its sole discretion with or without notice, either terminate Customer unlimited plan or immediately convert Customer's unlimited plan to a metered plan.

- c. Only the directors, officers, and employees of Customer shall utilize the network connection provided by NEXOGY. Customer may not sell, lease, license, rent, or assign the connection or any parts of the connection to any party not named in this Agreement.
- d. Customer agrees that NEXOGY shall accept the return of a telephone purchased from NEXOGY by Customer within thirty (30) day period after the date the telephone is purchased from NEXOGY by Customer. In addition, NEXOGY shall only accept such return if the telephone is returned in its original unopened and not damaged package. Customer shall pay NEXOGY a thirty dollar (\$30.00) restocking fee for the return of any such telephone within the thirty (30) day period after the date the telephone is purchased from NEXOGY. Without limiting the foregoing and NEXOGY's rights to amounts owed upon termination, NEXOGY may demand the return of a phone in the event of a termination without setoff or credit to amounts owed arising out of said termination.
- e. Notwithstanding anything contrary herein, if at any time during the Term of this Agreement, as renewed, Customer elects to suspend temporarily or cancel permanently any phone line purchased by Customer from NEXOGY during the Term of this Agreement, as renewed, the following fees, which may be changed periodically by Nexogy, shall apply:
 - i. In the event Customer elects to cancel any Service purchased from NEXOGY, Customer shall pay to NEXOGY a one-time cancellation fee equivalent to 3 months of charges for the Service being cancelled ("Cancellation Fee") in addition to the price set by Nexogy for phones, equipment, hardware or products financed or leased by NEXOGY to Customer and all other amounts paid or incurred by NEXOGY concerning the phone, hardware, equipment or product that is leased, sold or provided along with or bundled with the Service and all prepaid fees and amounts previously charged for the Service without refund or reduction in said amounts for any reason, including as a result of the cancellation of the Service prior to the end of the respective month.
 - ii. Any Cancellation Fee and all other amounts owed shall be paid to NEXOGY on or before the same date as amounts due and owing to NEXOGY for Services provided to Customer pursuant to NEXOGY's Monthly Invoice. If at any time, Customer cancels more than fifty percent (50%) of the total Monthly Invoice Customer has purchased from NEXOGY, Customer shall be considered to be in breach of this Agreement and NEXOGY may enforce all rights and remedies herein, including as set forth in Section 4, and as permitted by applicable law.

3. **Billing/Collection/Payment**

Payment for the Services rendered will be due and payable at the twenty-fifth (25) day after receipt of invoice. Customer shall not offset or credit the invoice amounts without NEXOGY'S prior written approval. No payment by Customer to NEXOGY of any lesser amount than that due to NEXOGY shall be deemed to be other than a payment on account, and no endorsement or statement on any check or in any letter accompanying any check or other payment shall be deemed an accord, satisfaction or payments in full of amounts due NEXOGY. NEXOGY may accept any payment without prejudice to NEXOGY'S right to recover any remaining balance or to pursue any other remedy provided in this Agreement or applicable law. Usage charges will be billed in increments that are rounded up to the nearest minute.

Payments received by NEXOGY after the respective due dates will be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less. NEXOGY shall be entitled to

said interest as well as its collections costs and attorney's fees and costs in recovering unpaid amounts.

Customer acknowledges that Customer must notify NEXOGY in writing within thirty (30) days after receiving Customer's balance statement if Customer disputes any charges on that statement. Failure to comply with the notice requirement will result in the waiver of Customer's right to dispute the charges.

Payments made to NEXOGY must be in the form of credit card (Visa, MasterCard, Discover, and American Express), bank account information or check. NEXOGY may discontinue acceptance of credit cards from one or more issuers at any time. Customer agrees to notify NEXOGY in writing immediately if the credit card expires, the credit card account is closed, the Customer's billing address changes, or the card is cancelled or replaced. NEXOGY will bill all charges, fees and applicable taxes and interest to Customer's credit card or bank account, unless specified otherwise by Customer in writing.

4. Termination or Suspension of Service.

- a. Either party may terminate any Service and/or this Agreement in the event the other party commits a material breach of this Agreement and such breach remains uncured for twenty (20) days following receipt of written notice from the non-breaching party specifying the breach. Also, NEXOGY may terminate any Service and/or this Agreement immediately and without notice if Customer makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs. In addition, NEXOGY may immediately suspend any Service and/or terminate any Service and/or this Agreement in the event that Customer fails to pay any amounts due to NEXOGY or Customer violates any of its obligations set forth in the General Terms and Conditions. If any Service is suspended or the Agreement terminated due to non-payment, Customer shall pay to NEXOGY all fees and costs incurred by NEXOGY in collecting such amounts, including, but not limited to, collection costs and attorney's fees. In addition, in the event NEXOGY terminates any Service and/or this Agreement pursuant to this paragraph, Customer shall pay NEXOGY within five (5) business days of termination all amounts owed to NEXOGY for the balance of the Term. In the event NEXOGY suspends or terminates a Service or this Agreement pursuant to this paragraph, Customer shall pay NEXOGY the price set by NEXOGY for phones, equipment, hardware or products provided to the Customer as part of the service if such equipment is not returned within five (5) business days of termination. Customer shall also pay for all fees and costs incurred by NEXOGY in collecting the foregoing amounts, including collection costs and attorney's fees and costs. These remedies are in addition to all other remedies NEXOGY is entitled to under this Agreement or applicable law.

Customer shall not use the Services and any products used in connection with the Service in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy rights, or any other wrongful conduct.

- b. In the event of termination of this Agreement by Customer, Customer shall pay NEXOGY within five (5) business days all amounts owed to NEXOGY for the balance of the Term or respective term, the price set by NEXOGY for phones, equipment, hardware or products financed or leased by NEXOGY to Customer and all other amounts paid or owed to third parties by NEXOGY, including without limitation the Data Service Termination Fee and charged if the Data Service is terminated on or before the Installation Date (there may be additional fees charged by third parties for termination of Data Service) and all other amounts in connection with the purchase, lease or providing of phones, hardware, equipment or products to Customer as a result of this Agreement (excluding the amount paid by NEXOGY for the phones which is part of the price set by NEXOGY for the phones and to be paid by the Customer as set forth in Section 2A(1)), except that, without limiting NEXOGY'S rights under paragraph 4(a) above. Customer shall also pay NEXOGY for all fees and costs incurred by NEXOGY in collecting such amounts, including, but not limited to, collection costs and attorney's fees and costs. These remedies are in addition to all other remedies NEXOGY is entitled to under this Agreement or applicable law.
- c. Customer acknowledges and understands that Service suspension or termination under this Agreement

will prevent Customer from using the Services including access to 911 dialing and NEXOGY is not responsible for any claim or damages as a result of this non-accessibility.

- d. At any time, Customer may request from NEXOGY specific third party charges or fees NEXOGY has paid or may be responsible for in the event of termination of this Agreement. Third party charges incurred by NEXOGY, including without limitation the Data Service Termination Fee set forth on Exhibit A, may change from time to time pursuant to NEXOGY's agreement with the third party provider(s).

5. General Terms and Conditions/Entire Agreement/Incorporation by Reference

The parties hereby agree and acknowledge that the General Terms and Conditions and SLA located at www.nexogy.com/legal (the "General Terms and Conditions") are hereby incorporated by reference and made part of this Agreement. The Customer represents and warrants to Company that it has read and understood the General Terms and Conditions. This Agreement, the General Terms and Conditions and all exhibits hereto, including the SLA, and the terms and conditions on the Website contain the entire and only understanding between the parties and supersedes all prior representations, promises or agreements, either written or oral, relating to the subject matter hereof. Any reference in this Agreement to the Website and the General Terms and Conditions shall be limited to that Website content specifically applicable to the Services purchased pursuant to this Agreement, including its attachments.

6. Governing Law.

This Agreement shall be exclusively construed, governed and enforced under the laws of Florida without regard to rules governing conflict of laws that would apply the laws of another jurisdiction.

7. Advice of Counsel/Fully Understand/Authority/Authorized Representative

The parties hereto each represent and warrant that they have had sufficient time to review this Agreement and the opportunity to consult with an attorney of their choice and that they fully understand all of the terms and legal effect of this Agreement. The individual signing below on behalf of the Customer acknowledges that said individual has the proper authorization from the Customer to enter into this Agreement on behalf of the Customer.

8. Modification/Amendment

NEXOGY may, from time to time, amend or modify the terms and/or conditions of this Agreement, the General Terms and Conditions located at www.nexogy.com/legal, the exhibits attached hereto and/or the terms and/or conditions, including the Service Level Agreement ("SLA") posted on the Website. Amendments and modifications to this Agreement will be considered given and effective on the date posted on NEXOGY'S Website, including at www.nexogy.com/legal, or by written notice to Customer. It is Customer's obligation to ensure that it regularly accesses NEXOGY'S Website and reviews all modifications and amendments. In the event of a conflict between (i) this Agreement and/or the Website and (ii) an exhibit or amendment, the exhibit or amendment shall control.

AGREED TO AND ACCEPTED BY:

Print Name: _____

Date: _____

Address: _____

Print Name: _____

Date: _____