

NUMBER PORTING

Customer is responsible for understanding the number porting process before orders are submitted. Kinetix serves most markets in the continental US 48 states for local number access; however, not all markets are serviced. Some markets have restrictions that prevent Kinetix from servicing these areas. Customer is to verify with Kinetix that their numbers are portable by emailing voip@kbsp.com. Customer understands port orders shall not be submitted until on-site equipment and PBX have been configured and tested.

NUMBER PROVISIONING

While Kinetix attempts to provide Service in most markets, the assignment of new numbers may not be possible in all geographies of the continental US 48 states. The number provisioning process begins once an account has been ordered and activated. Customer understands Kinetix does not inventory DID numbers in all markets and provisioning times can vary. Local DID vanity number selection is not offered.

TOLL FREE NUMBERS AND RATES

Kinetix provides both the ability to order new toll free numbers and/or port over existing toll free numbers. Toll free service can be added to most accounts. Toll Free Vanity number selection is available as an optional feature. Toll Free RESPORG services for time of day routing (TOD), day of week routing (DOW), geographic routing, and percent allocation routing are separate features that are not included in Kinetix standard service plans. These features may be purchased separately by contacting voip@kbsp.com.

CUSTOMER PREMISES EQUIPMENT

In order to use Kinetix's Services, it may be necessary to install and operate equipment on the Customer's site. For example, a gateway device may be required in order for a traditional PBX to use Kinetix's SIP Trunks. In these cases, at the discretion of Kinetix, Kinetix may offer the Customer the opportunity to purchase or rent the equipment from Kinetix. If the Customer elects to rent the equipment from Kinetix, Customer understands and agrees that rented equipment remains the property of Kinetix and will be returned to Kinetix at the end of the Agreement term. Customer understands that failure to return the rented equipment to Kinetix within thirty (30) calendar days of termination of Services will result in the Customer being charged the replacement value of equipment as listed in the Customer Service Order. Damage caused to equipment outside of normal wear and tear is the responsibility of Customer and may result in the Customer being charged the replacement value of the equipment. If the Customer elects to purchase the equipment instead of renting, warranty of the equipment will be provided by the equipment manufacturer.

USE OF SERVICES BY CUSTOMER OUTSIDE OF THE UNITED STATES

If Customer connects a device to Kinetix's Service from a country other than the United States and uses the Service from a country other than the United States, Customer does so at their own sole risk, including the risk that such activity violates local laws in the country where Customer does so. Customer is liable for any and all such use of the Services by Customer or any person making use of the Services provided to Customer. Customer agrees to indemnify and hold harmless Kinetix against any and all liability for any such use.

OTHER SERVICE RESTRICTIONS

Certain usage restrictions may be placed on the Services due to a high risk of fraud, regulatory restrictions and, or difficulties in settlement. These restrictions include but are not limited to calls terminating to or originating from a specific country or geographic area being blocked.

ACCEPTABLE USE OF SERVICES

Customer agrees to use the Services only for lawful purposes. Customer agrees not to use Kinetix Services for transmitting or receiving any communication or material of any kind if in Kinetix's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute criminal or illegal activities; give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Customer agrees not to attempt to hack, misuse, disrupt or disable or damage the Service in any way and that Customer will not interfere with or disrupt other users of Services and/or any other service provider who furnishes services to Customer in connection with this Agreement. Customer agrees to configure, operate and maintain any and all devices using Kinetix's Services in accordance with industry standards and best practices, including the limitation of excessive keep-alives, short registration timers, message flooding and other abusive activities. Customer agrees not to engage in the delivery of unwanted or unsolicited communications or SPAM to third parties using Kinetix Services or resources. Kinetix reserves the right to terminate Customer's service immediately and without advance notice if Kinetix, in its sole discretion, believes that Customer has violated the above restrictions, leaving Customer responsible for the full month's charges to the end of the current term, including without limitation unbilled charges and taxes, plus a termination or disconnect fee, all of which immediately become due and payable. If Kinetix, in its sole discretion, believes that Customer has violated any of the above restrictions, Kinetix may forward the objectionable material, as well as Customer's communications with Kinetix and Customer's personally identifiable information to the appropriate authorities for investigation and prosecution and Customer hereby consents to such forwarding.

FRAUDULENT ACTIVITY

Customer is responsible for maintaining the security of their Kinetix web account, Kinetix Service credentials and Customer equipment connected to the Kinetix network. Should the Customer's account and or equipment become compromised (hacked), resulting in Kinetix Services being used on behalf of the Customer whether authorized or unauthorized, the Customer is responsible for any charges or fees associated with such usage. If the Customer believes that their account or equipment has been compromised, the Customer must immediately report the suspicious activity to Kinetix. Kinetix reserves the right to immediately disable any accounts that appear to have fraudulent activity. At any time, the Customer may request that new credentials be issued to the Customer. Should the Customer's account be disabled because of fraudulent activity, prior to Kinetix restoring service, the Customer must provide Kinetix with information documenting the steps taken to prevent fraudulent activity from occurring and, if applicable, arrange for settlement of any charges incurred as a result of the fraudulent activity.

ABUSE OF SERVICE

Kinetix service plans are designed for traditional business use. Auto Dialer and Broadcast applications are not to be used with Kinetix service plans without prior written permission from Kinetix. Service parameters for Auto Dialer and Broadcast applications approved by Kinetix will be documented in Customer Service Order agreement. This will often include concurrent call capacity and calls per second restrictions for auto dialer and broadcast applications. Unauthorized use of an Auto Dialer or Broadcast application with Kinetix Service can result in immediate suspension of service to the customer. The Customer agrees to limit the percentage of calls which are less than 6 seconds in length to less than 7% of the total number of calls handled during any given period. Should the percentage of short calls exceed 7%, Kinetix may assess a per minute surcharge of \$0.015 per minute on all calls of less than 6 seconds of duration.

TERM

Services are offered on a term agreement outlined in Customer Service Order agreement. Subsequent terms of this Agreement are automatically renewed on a monthly basis without further action by Customer unless written notice of non-renewal is provided at least thirty (30) days before the end of the term in which the notice is given. Notification of non-renewal must be provided by electronic mail to voip@kbisp.com. Accounts are subject to a termination charge of up to \$75. Additional Termination fees may be assessed if the account is closed prior to the term obligation as set forth in the Customer Service Order.

START OF SERVICE

Charges for customer service plan shall commence on the Start of Service Date which is defined as the date customer is notified that their Services are available and ready for use or when the Online account is opened and activated with a prepayment. Number port completion will not be treated as a Start of Service date as Services are often provisioned for immediate use.

CHARGES AND FEES

The charges and fees for Kinetix's Services are categorized into five types: (1) Usage, (2) Recurring, (3) Surcharges, (4) One Time and (5) Taxes and Regulatory Fees. Usage charges are assessed to Customers account as Services are used and are based on usage Rates in effect at the time the Service was delivered. Usage rates may vary depending on a number of factors including but not limited to: (i) the type of Services provided, (ii) the originating and terminating locations where the Services are offered and provided, (iii) the time that the Service is utilized, including but not limited to time of day, day of week, day of month, and (iv) quality of service. Domestic usage is billed in six second increments and may be subject to a minimum connect charge. International usage rates vary by country and may be billed in different duration increments and are subject to a minimum connect charge. Recurring Charges are billed to the Customer periodically, typically, these charges are assessed monthly. Customer is purchasing the Service for full monthly terms, meaning that if Customer terminates Services prior to the end of Customer's specified term outlined in Customer's "Customer Service Order Agreement", Customer will be responsible for the full charges to the end of the then current term, including without limitation unbilled Recurring Charges, all of which become immediately due and payable. Surcharges may be assessed on a per call basis when the call is placed. One Time Charges shall be billed as they are incurred. Taxes and other Regulatory Fees will vary by tax jurisdiction and be assessed at the end of the billing cycle. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. All funds, charges, fees and credits will be settled in United States dollars (USD).

TAXES

Customer is responsible for, and shall pay, any and all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for Services. Such amounts are in addition to payment for the Services and will be assessed to Customer's account as set forth in this Agreement. If the Customer is a recognized charitable or non-profit organization and is exempt from payment of such taxes, the Customer must provide Kinetix with a copy of the original certificates that satisfy applicable legal requirement for attesting to tax-exempt status. Tax exemption will only apply from and after the date Kinetix receives such certificate.

PAYMENT

Payments may be made by submitting a valid credit card number (American Express, Visa or MasterCard), or any other issuer then-accepted by Kinetix. Kinetix reserves the right to stop accepting credit cards from one or more issuers. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder.

DELINQUENT PAYMENTS

If any charges or fees for Services are due but unpaid for any reason including, but not limited to, non-payment, declined or reversed Credit Card charges or Checks returned by the bank, Kinetix may suspend or terminate 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 Kinetix. Customer will be fully liable to Kinetix for all costs incurred by Kinetix in collecting accrued charges, including but not limited to collecting costs and attorney's fees and any charges it receives from the credit card issuer. In addition, for payments made by Check, if the Check is returned unpaid for any reason an additional fee of \$35 will be assessed to the Customer's account.

BILLING DISPUTES

All billing disputes or requests for adjustments must be made in good faith and received by Kinetix in writing within 45 days of the disputed event or Customer's right to raise such billing disputes will be deemed waived. All billing disputes must be submitted to the following email address: voip@kbisp.com. Each billing dispute should contain sufficient information for Kinetix to investigate the disputed event, including but not limited to, the time and date of the event, type of service used, origination and termination details, and the nature of the dispute. Kinetix will respond to each dispute within 21 days of receipt of properly completed dispute information. If Kinetix determines that a disputed event was billed in error, Kinetix will issue a credit to reverse the amount that was incorrectly billed. Kinetix shall solely determine disputed events, and Kinetix's decision on the disputed event, absent arithmetic errors, shall be final.

SUSPENSION AND TERMINATION

Kinetix reserves the right to suspend or discontinue providing Services generally, or to terminate Customer's Service, at any time in its sole discretion. If Kinetix discontinues providing the Service generally, or terminates Customer's Service in its discretion without a stated reason, Customer will only be responsible for charges accrued through the date of termination. If Customer's Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper or unacceptable use of Services as set forth in Section 3.0, Customer will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges plus termination or disconnect fee, all of which immediately become due and payable. Accounts that are inactive for a period of sixty (60) days or more will be automatically suspended. Accounts are considered inactive if no Service usage occurs during the last 60 days. Inactive accounts that are suspended will, at the sole discretion of Kinetix, be terminated if the Customer fails to request that the account be reactivated and resumes using service within 30 days of the account being suspended. Accounts terminated for inactivity will be assessed a disconnect fee up to the full remaining term of customer term agreement outlined on Customer's Service Order agreement. Accounts that are reactivated by the Customer after being suspended due to inactivity may be subject to a reactivation fee.

PROHIBITION ON RESALE

Services are being provided to Customer as an end user. Customer may not resell or transfer the service to any other person or party for any purpose. Resale of the service without permission including sharing a service plan with one or more separate third party users will result in the immediate suspension of service to the customer.

PRIVACY

Customer acknowledges and understands that Kinetix Services utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Information transmitted over the public Internet or third party networks may not be encrypted and should be considered insecure. Kinetix shall not be liable for any lack of privacy which may be experienced with regard to using the Service.

Customer acknowledges and understands that from time to time Kinetix employees, subcontractors and agents may view Company's data and call information in order to resolve specific errors discovered with Kinetix's Services or third party service providers.

SERVICE OUTAGES

Customer acknowledges and understands that Kinetix's Services rely on existing Customer infrastructure (not provided by Kinetix) and are dependent on high-speed, quality broadband access to each Customer's location. Service outages may occur that are outside of the control of Kinetix. Outages may occur for a variety of reasons including but not limited to power failures, service interruptions by Customer's broadband provider and/or Internet Service Provider, service interruptions by third party service providers and failings of the public internet, Kinetix's components or PSTN (Public Switch Telephone Network). Should such an outage occur, Kinetix Services may be unavailable, in part or entirely, until such time that the outage is resolved and access connectivity is restored. Non-Usage charges will continue to be accrued during outage periods until Customer or Kinetix terminate the Service in accordance with this Agreement.

GENERAL CONDITIONS

Kinetix's primary methods of communication with Customer are via electronic mail (email) and the Kinetix web site at www.kbisp.com. Notices to Customer shall be sent to the email address specified by Customer at the time of registration for the Services or as subsequently updated by Customer. Customer is responsible for notifying Kinetix 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, including time sensitive information, about the Services, billing, changes to the Services and other information. 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. Kinetix may also post notices as set forth previously and such posting on the Kinetix website will also constitute notice to the Customer.

This Agreement and the rates and services outlined on Customer Service Order agreement will constitute the entire agreement between Customer and Kinetix and govern Customer's use of the Services, superseding any prior agreements between Customer and Kinetix and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

Kinetix may change the rates, and terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the earliest date of when the Customer is notified by email or the notice is posted on the Kinetix website at www.Kinetix.com/terms. Such changes will become binding on Customer, on the date mailed and or posted to Kinetix website and no further notice by Kinetix is required.

All Recitals, Exhibits and Appendices to this Agreement are fully incorporated in this Agreement.

The failure of either party to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time performance by the other party of any provision herein, shall in no way affect the validity of, or act as a waiver of this Agreement, or any part hereof, or any right of such party thereafter to enforce it.

If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

All Section headings and captions used in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provisions in this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

Customer acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that Kinetix shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

Each Party represents and warrants that the execution of this Agreement and performance of Party's obligations hereunder will not conflict with, result in the breach of any provision of, or the termination of or constitute a default under, any agreement with any other person or entity of which either Party is a party or by which they are bound.

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

LIMITATION OF LIABILITIES AND INDEMNIFICATION

Customer acknowledges and understands that Kinetix's liability is limited for any Service outage, reduction in service level or inability to dial 911/emergency services or to access emergency service personnel, as set forth in this document. Customer agrees to defend, indemnify, and hold harmless Kinetix, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees and costs incurred or suffered by Kinetix) by, or on behalf of, Customer, an Agent of the Customer or any third party or user of Customer's Service, relating to the absence, failure or outage of the Services, including 911 dialing/emergency services and/or inability of Customer or any third person or party or user of Customer's Service to dial 911 or to access emergency service personnel, the loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the Services, breach of a representation or warranty of agent, acts, omissions or default of the Agent or Agent Parties in the performance of any of the covenants, obligations, services or agreements of Agent. This paragraph shall survive termination of this Agreement.

Kinetix shall not be liable for any delay or failure to initiate and provide Services, including the inability to access 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: act or omission of Kinetix or an underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; power outage, equipment, network or facility upgrade or modification; force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions; equipment, network or facility shortage; equipment or facility relocation; service, equipment, network or facility failure of Kinetix's Services or caused by the loss of power to Customer; outage of Customer's Internet Service Provider or broadband service provider; act or omission of Customer or any person using the Service provided to Customer; or any other cause that is beyond Kinetix's control.

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

In no event shall Kinetix, its officers, directors, employees, abilities or agents or any other service provider who furnishes Services to customer in connection with this agreement or the Service be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the service, including inability to be able to dial 911 or to access emergency service personnel through the service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not Kinetix was informed of the likelihood of any particular type of damages.

Customer is liable for any and all liability that may arise out of the content transmitted between Users of Services and between Users of Services and third parties. Customer shall assure that Customer's or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Kinetix reserves the right to terminate or suspend affected Services, and/or remove Customer or Users' content from the Services, if Kinetix determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Kinetix's ability to provide Services to Customer or others or receives notice from anyone that Customer's or Users' use or Content may violate any laws or regulations. Kinetix's actions or inaction under this Section shall not constitute review or approval of Customer's or Users' use or Content. Customer will indemnify and hold harmless Kinetix against any and all liability arising from the content transmitted by or to Customer or to Users using the Services. A User means any person, whether authorized or unauthorized, using the Service provided to Customer.

SERVICE DISPUTES

In the event a dispute arises between the parties to this Agreement, it is hereby agreed that the dispute and the parties shall submit to binding arbitration in accordance with the rules of the American Arbitration Association, or the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the mediation and arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Any arbitration will take place in the state of Louisiana. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL. 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.

NO WARRANTIES ON SERVICES

Kinetix makes no warranty or guarantee, express or implied, including but not limited to any implied warranties of merchantability, satisfactory quality, fitness of the service for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the service will meet Customer's requirements. Without limiting the foregoing, Kinetix does not warrant that the service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. In no event shall Kinetix, its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to customer in connection with this agreement or the Services be liable for any unauthorized access to Kinetix or Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Kinetix's or its service provider's or vendors' negligence. Statements and descriptions concerning the service, if any, by Kinetix or Kinetix's agents or resellers are informational and are not given as a warranty of any kind.

EXHIBIT B - PRICING

PRICING

Pricing for Services provided can be found on the Kinetix Quote or Proposal presented at time of sale and acceptance. Unless specifically noted in Customer Service Order agreement, pricing for Services offered may change at any time.

USAGE OVERAGE RATES

Service Plan overage rates are outlined in aforementioned table. All rates are per minute rates.

PLAN	OUTBOUND OVERAGE	INBOUND OVERAGE	TOLL FREE OVERAGE	CONFERENCING OVERAGE
Kinetix VoIP Minutes	\$0.05	\$0.04	\$0.05	\$0.08
2k Conference Bundle	N/A	N/A	N/A	\$0.06
5k Conference Bundle	N/A	N/A	N/A	\$0.05
10k Conference Bundle	N/A	N/A	N/A	\$0.05

“Outbound” refers to outbound calling within continental US 48 states and Canada. “Toll Free” refers to toll free calls originating from continental US 48 states. “Conferencing Inbound Toll Free” refers to toll free calls originating from continental US 48 states.

TOLL FREE RATES – TERMINATION

Toll Free usage is billed on a per minute basis with a standard rate of \$0.05 per minute. Toll free traffic originating from outside the continental US 48 states are subject to regional or international rates. For these locations the following rates will apply:

ORIGINATIONS	RATE PER MINUTE
Alaska	\$0.08
Hawaii	\$0.09
Canada	\$0.09
Virgin Islands	\$0.45
Guam	\$0.65
N. Mariana Islands	\$0.12

INTERNATIONAL RATES – TERMINATION

International Rates are determined by the country Customer is calling. International rates within country called vary and are subject to change.

INTERNATIONAL RATES – ORIGINATION

Customers using Kinetix International DIDs have a standard inbound origination rate of \$0.08 per minute.

CONFERENCING RATES

Plans not including conferencing minute bundles will have a standard metered conferencing rate of \$0.15 per minute per person on each conference call. Plans including conferencing minute bundles will have included conferencing service outlined on the Customer Service Order agreement.

EXHIBIT C – 911/E911 EMERGENCY SERVICE

911/E911 EMERGENCY SERVICE

When the Customer dials 911, Customer's telephone number and registered address are simultaneously sent to the local emergency center assigned to Customer's location. In this case emergency operators have access to the information they need to send help and to call the Customer back if necessary. At some locations the emergency center is not equipped to receive a Customer telephone number and address. With this basic 911 the local emergency operator requests a Customer call back number or the Customer's exact location. Until the Customer gives the operator his or her Customer phone number, the emergency center operator may not be able to call the Customer back nor to dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if the Customer is unable to speak. Some locations do not have access to either basic 911 or E911. If the Customer doesn't have access to basic 911 or E911 the Customer's 911 call will be sent to an emergency call center who will ask for the name, telephone number and location of the Customer calling 911, and then contact the local emergency center for such Customer in order to send help. Customer authorizes us to disclose Customer's name and address to third-parties involved with providing 911 dialing to Customer, including, without limitation, call routers, call centers and local emergency centers.

911 ACKNOWLEDGEMENT AND WARNING LABELS

Customer acknowledges and agrees that Kinetix's equipment and services do not support E911/911 emergency dialing or other emergency functions in the same way that the traditional public switched telephone network or wire-line 911 services work. The differences are detailed in this section and Customer agrees to notify any potential user of the services, who may place calls using Customer's services, of the E911/911 limitations described herein. Kinetix will provide customer with advisory notices regarding E911/911 emergency dialing and request acknowledgments from customer. Customer agrees to respond and affirmatively acknowledge that Kinetix has advised customer of the circumstances under which Kinetix E911 service may not be available or may be limited in comparison to traditional E911/911 emergency dialing. Kinetix advises Customer to maintain an alternative means of accessing traditional 911 services.

NON-VOICE SYSTEMS

Customer acknowledges that the E911/911 services are not set up to function with "out-dialing systems" including security systems, medical monitoring equipment or TTY equipment. Customer has no claim against Kinetix for interruption or disruption of such systems by Services.

E911/911 IS MANDATORY

E911/911 service is a mandatory component of all Kinetix inbound/outbound voice service plans. E911/911 service is not offered on Toll Free numbers, conferencing or similar service accessories or add-on plans. E911/911 service is only available in selected areas. Customers who subscribe to Kinetix e911/911 service will be required to register the physical location of their equipment with Kinetix, via the Kinetix website at www.kinetix.com or by calling customer service. Customers agree to update the location whenever the physical location of service changes. Customer acknowledges that Kinetix'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 Kinetix will be based upon the physical location provided to Kinetix by Customer. In the event that the physical location has not been updated, is in error or is not complete, Kinetix will attempt to route a 911 call to an emergency call center to complete the call. At the sole discretion of Kinetix an additional charge will be made for 911 calls terminating at the emergency call center. Should a call to 911 fail (i.e. not contain pertinent information for emergency response) because of a customer configuration issue, Kinetix reserves the right to charge an un-provisioned 911 call fee of \$100.

GEOGRAPHICALLY DISTRIBUTED USERS

Customer acknowledges and understands that it is the customer's sole responsibility to ensure that E911/911 location and call-back number information is entered and maintained for each geographically distributed location or remote end user using Kinetix services within Customer's account or in accordance with their state regulations.

MONTHLY E911 SERVICE CHARGE

Customers required to subscribe to Kinetix's E911 service will be subject to a monthly E911 service charge as well as any Federal, State or local surcharges levied for E911. The monthly E911 service fee shall be in addition to the applicable charges for Services. The monthly charge for Kinetix E911 service is assessed on a per 911 location database entry basis and will be set at a level that reimburses Kinetix for the direct costs it incurs in providing E911 service, including expenses Kinetix incurs, either directly or indirectly. Kinetix reserves the right to adjust the level of charges associated with E911 services to reflect increases or decreases in the costs it incurs.

CUSTOMER ACKNOWLEDGEMENT OF E911 SERVICE OPERATION

Customer also acknowledges that Kinetix' E911/911 service has certain characteristics that make it different from traditional, legacy, public switched telephone network E911/911 service. These characteristics may make Kinetix's E911 services unsuitable for some customers. Customer should carefully evaluate their own circumstances when deciding whether to rely solely upon Kinetix's E911/911 service. Customer acknowledges and understands 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 public switched telephone network landline phone or wireless phone as a backup means of completing emergency calls).

The following characteristics distinguish Kinetix's E911 service from traditional, legacy, public switched telephone network E911/911 service:

Kinetix' E911 service will not function if customer phone, private branch exchange, voice gateway, and/or internet connection devices fail or are not configured correctly or if Customer's Kinetix service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, third party or Kinetix equipment outage, service outage for any reason 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 Kinetix 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 can be passed to the local emergency service operator. Customer acknowledges and understands no guarantee can be made that the automatic number and location information will be activated within a set schedule.

E911 dialing does not function if Customer changes their phone number or if Customer adds or ports new phone numbers to their account, unless and until Customer successfully registers Customer location of use for each changed, newly added or newly ported phone number.

The local emergency service operator receiving Kinetix 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 Kinetix E911 call. Due to technical factors in network design, and in the event of network congestion on the Kinetix network, there is a possibility that a Kinetix 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 Telephone Equipment is or will be located at the time of activation of the service, Kinetix E911 communications may not be directed to the correct local emergency operator.

Customer acknowledges and understands that Kinetix does not have any control over whether, or the manner in which, calls using our 911 dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Kinetix uses third parties to assist us in routing 911 dialing calls to local emergency response centers and to an emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Kinetix nor its officers or employees may be held liable for any claim, damage, or loss and Customer hereby waives any and all such claims or causes of action arising from or relating to our 911 dialing service.

Customer acknowledges and understands that Kinetix will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using Kinetix or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this agreement.