

EXHIBIT A

ENTELEGENT MANAGED VOIP

TERMS AND CONDITIONS

The following Terms and Conditions ("**Terms and Conditions**") constitute an agreement between EnTelegent Solutions, Inc and the subscribers of EnTelegent's enhanced voice and data communications services as described below ("**EnTelegent Managed VOIP Services**"). These Terms and Conditions govern both the Managed VOIP Services and any devices provided by EnTelegent for use in connection with such Services, including but not limited to the "**EnTelegent Equipment**" (as defined herein). In these Terms and Conditions, "**you**" and "**your**" mean the subscriber of the EnTelegent Services, and "**EnTelegent**," "**we**," "**our**," and "**us**" mean EnTelegent Solutions, Inc.

TERM

EnTelegent's Managed VOIP Services are offered on an annual basis for an initial term which begins on the date that such services are enabled and available for use by you and which ends on the first, second or third anniversary of the date of commencement, depending on the terms of your Subscriber Agreement. Your subscription will renew for subsequent one year terms automatically and without further action by you unless you give EnTelegent written notice of cancellation at least sixty (60) days prior to such anniversary. If you terminate your service prior to the end of your initial term or any annual renewal term, as applicable, you will be responsible for all of the monthly charges and maintenance fees through the end of the applicable term, including any unbilled charges, and a disconnect fee, all of which immediately become due and payable. The expiration of the applicable term or your termination of service at any time does not excuse you from paying all accrued and unpaid charges for EnTelegent's Services.

LATE PAYMENT

If End User fails to remit payment of all undisputed amounts by the Due Date Service Provider, in addition to other remedies available to it under this Agreement or at law, may charge End User a late fee of the lesser of 1.5% per month or the maximum fee

allowed by law of the unpaid balance which shall accrue from the Due Date of the invoice.

ASSIGNMENT

This Agreement shall be binding on End User and its respective affiliates, successors and assigns. End User shall not assign, sell or transfer this Agreement or the right to receive the Services provided hereunder, whether by operation of law or otherwise, without the prior written consent of Service Provider, such consent shall not be unreasonably withheld by Service Provider.

NOTICES

Notices required under this Agreement must be submitted in writing to the parties' addresses shown below. The notice is effective on the earlier of 3 days after sending the notice by registered mail return receipt requested, or the actual date of receipt as established by proof of delivery.

Service Provider: EnTelegent Solutions, Inc
 3800 Arco Corporate Drive
 Suite 310
 Charlotte, NC 28273
 Attn: Legal Dept.

DISPUTE RESOLUTION

If a dispute arises under or related to this Agreement, the parties agree to first try to resolve the dispute in good faith, with the help of a mutually agreed-upon mediator in Mecklenburg County, North Carolina. The parties shall share any costs and fees other than attorney fees associated with the mediation equally. If it proves impossible to arrive at a mutually satisfactory solution through mediation (or to agree on a mediator at all), the parties agree to submit the dispute to an arbitrator in Mecklenburg County, North Carolina. The arbitrator shall be selected pursuant to American Arbitration Association rules, and must either be a licensed attorney or judge (active or retired). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. In the event either party commences any arbitration or court action, upon final resolution of the matters in controversy, the prevailing party in such action shall be

entitled to recover its out-of-pocket expenses, court costs and reasonable attorney's fees incurred. Nothing herein shall prevent any party from applying to any state or federal court for injunctive relief.

BILLING DISPUTES

In the event an End User fails to make full payment of all amounts due by the due date, End User shall also pay a late fee in the amount of the lesser of (i) one and one-half percent per month, or (ii) the maximum lawful monthly rate under applicable state law, of the unpaid balance which amount shall accrue from the due date until paid ("Late Fee"). Upon End User disputing any charges, End User shall: (i) pay all undisputed charges by the due date; (ii) present by the due date a written statement of amounts disputed in good faith in reasonable detail with supporting documentation; and, (iii) negotiate in good faith to resolve any bona fide dispute within sixty (60) calendar days. Disputed charges resolved in favor of Service Provider, along with any applicable Late Fee, will be due and payable on the following month's billing cycle. Disputed charges resolved in favor of End User will be credited to End User on the following month's billing cycle and no Late Fees shall apply.

SUSPENSION AND TERMINATION OF SERVICE

In the event charges due pursuant to the End User billings are not paid in full, for any reason whatsoever, Service Provider shall have the right to suspend or terminate all or any portion of the Services to such End User until such time as such End User has paid in full all undisputed charges, including any applicable Late Fees, and/or reconnection fees which may include costs for reinstallation of the Services. Following such payment, Service Provider shall reinstate Services to such End User unless the Services were terminated in which Early Termination charges shall apply. Service Provider shall document monthly charges due by End User in an invoice to End User, which may be electronically delivered to End User. End User shall be fully responsible for payment to Service Provider for the full amount of invoice including without limitation any fraudulent or unauthorized use by End User, any federal, state, county, local or other governmental taxes, fees or duties now or hereafter imposed on the sale or use of the Services.

PAYMENT SECURITY AND CREDIT

End User acknowledges and agrees that Service Provider may reasonably require additional security and/or payment terms under this Agreement prior to the commencement of Services hereunder or during the term hereunder, and End User agrees to comply with such request. Furthermore, if at any time Service Provider deems in its good faith discretion that a security deposit is required, Service Provider shall provide End User with ten (10) business days notice and End User shall provide such security deposit within the ten (10) day period. Failure by End User to provide such security deposit shall be material breach of this Agreement and in addition to any other legal remedies available to Service Provider, shall be grounds for immediate suspension and/or termination of all Services provided hereunder. End User agrees to provide and/or execute any additional collateral security documents as may be reasonably required by Service Provider, if there is a material change in circumstances of End User's actual or anticipated usage hereunder or End User's financial condition deteriorates during any time that End User uses the Service. Service Provider may establish a credit limit for the procurement of the Services by End User and such credit limit may change from time to time. Service Provider will not automatically notify End User of any such change but will supply such information to End User upon End User's request.

GOVERNING LAW

This Agreement and all questions as to its interpretation, performance, and enforcement and the rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of North Carolina without regard to its choice of law principals. If any part of this Agreement is held by any court or administrative agency to be prohibited by any law, regulation or rule applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced to the greatest extent allowed by law, or if such part is totally unenforceable, as if this Agreement did not contain that particular part. The parties mutually agree that any suit arising out of or relating to this Agreement shall be filed in and adjudicated by a court only in Mecklenburg County, North Carolina. For the purposes of construing any term of this Agreement, it will be

deemed to be a mutually drafted document and no term shall be construed for or against either party based upon the identity of the drafter of that provision.

FORCE MAJEURE

Neither party will be responsible for any delay, interruption, or other failure to perform under this Agreement due to acts beyond its control including, without limitation: Acts of God (e.g., natural disasters, lightning); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment from third party suppliers; cable cuts by third-parties, a LEC, ILEC, CLEC or other Service Provider and Service Provide activities, and other acts of third-parties; explosions and fires; embargoes, strikes, and labor disputes; and laws, orders, rules, regulations, directives, or actions of any government authority. The Party claiming relief under this Section shall notify the other in writing of the existence of the force majeure event relied on and shall be excused on a day-by-day basis to the extent of such delay, interruption or interference until the cessation or termination of said force majeure event.

WAIVER

The terms, covenants, representations and warranties of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The failure of either Party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by either Party of any breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such breach or the breach of any other term, covenant, representation or warranty of this Agreement.

SERVICE DESCRIPTION

EnTelegent provides enhanced communication services whereby voice and data communications are converted to Internet Protocol ("**IP**") and carried, in part, over high-speed Internet access, also known as broadband Internet service. The voice component of the service may be generically referred to as "Voice over Internet Protocol" or "Voice over IP" ("**VOIP**"). It is separate and distinct from standard local, local toll and long-distance services. EnTelegent Services include Voice over IP unlimited local and nationwide direct-dialed calling within the United States and certain calling and call management features or advanced features associated with

the service, including additional features or advanced features which EnTelegent, in its sole discretion, may add, modify, or delete from time to time.

EnTelegent Services do not support 0+ calling (including without limitation collect, third party billing or calling card calling). EnTelegent's Service may not support 900, 311, 511 and/or other x11 services (other than 911 and 411, which are provided for elsewhere in these Terms and Conditions) in one or more (or all) service areas.

You acknowledge and understand that EnTelegent's Services are not a telephone service. Important distinctions (some, but not necessarily all, of which are described in these Terms and Conditions) exist between telephone service and the service provided by EnTelegent. EnTelegent Services are not subject to the same regulatory regime as traditional telephone services. This fact may limit or otherwise affect your rights of redress before federal, state or local telecommunications regulatory agencies.

SERVICE REQUIREMENTS

EnTelegent's Services require (a) specialized subscriber site equipment called On-Premise Equipment ("**OPE**," "**Device**" or "**EnTelegent Equipment**") obtained through EnTelegent or its authorized dealers that allows connectivity from a VOIP telephone handset (provided by EnTelegent) to your broadband connection and which EnTelegent will install on your premises; and (b) a broadband connection to the Internet (T1, DSL, Fiber-optic, Wi-Max or Cable) with at least 768Kbps continuous upload capacity that you will provide at your own expense unless otherwise provided for in EnTelegent's quotation. Since Voice over IP is dependent on the broadband connection, the availability of an adequate power supply and correct OPE configuration, EnTelegent does not guarantee that the service will be continuous or error-free. In addition, EnTelegent Services may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

ENTELEGENT 911 EMERGENCY SERVICE

PLEASE READ THE INFORMATION BELOW ABOUT 911 EMERGENCY SERVICE CAREFULLY. BY USING ENTELEGENT'S SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE ENTELEGENT 911 EMERGENCY SERVICE, AND THE

DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR ENHANCED 911 ("**e911**") CALLS.

YOU ACKNOWLEDGE AND UNDERSTAND THAT ENTELEAGENT OFFERS A 911 EMERGENCY SERVICE AS DESCRIBED HEREIN AND THAT SUCH 911 DIALING IS DIFFERENT IN A NUMBER OF IMPORTANT WAYS (SOME, BUT NOT NECESSARILY ALL, OF WHICH ARE DESCRIBED IN THESE TERMS AND CONDITIONS) FROM TRADITIONAL 911 SERVICE, AND THAT WE HAVE TOLD YOU THAT ENTELEAGENT SERVICES DO NOT SUPPORT TRADITIONAL 911 OR E911. ENTELEAGENT 911 EMERGENCY SERVICE CANNOT BE USED IN CONJUNCTION WITH A SOFT PHONE APPLICATION AND IS ONLY AVAILABLE ON ENTELEAGENT-PROVIDED DEVICES OR EQUIPMENT. YOU AGREE TO INFORM ALL EMPLOYEES, INDEPENDENT CONTRACTORS, GUESTS, VISITORS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE ENTELEAGENT SERVICES OF THE NON-AVAILABILITY OF TRADITIONAL 911 OR E911 DIALING FROM YOUR ENTELEAGENT SERVICES AND DEVICE(S) AND TO INFORM THEM OF THE IMPORTANT DIFFERENCES AND LIMITATIONS OF ENTELEAGENT 911 EMERGENCY SERVICE AS COMPARED WITH TRADITIONAL 911 OR E911 DIALING THAT ARE SET FORTH IN THESE TERMS AND CONDITIONS.

911-TYPE DIALING CAPABILITIES WITH ENTELEAGENT SERVICES

WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING ENTELEAGENT'S VOICE SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER FROM THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER MAY BE LOCATED AT A PUBLIC SAFETY ANSWERING POINT ("**PSAP**") DESIGNATED FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. ENTELEAGENT RELIES ON THIRD PARTIES FOR THE FORWARDING OF INFORMATION UNDERLYING SUCH ROUTING, AND, ACCORDINGLY, ENTELEAGENT AND ITS THIRD PARTY PROVIDER(S) DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH INFORMATION OR ROUTING IS INCORRECT. IN ADDITION, ENTELEAGENT'S 911 EMERGENCY SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL 911 OR E911 SERVICE AS FOLLOWS:

ENTELEGENT 911 EMERGENCY SERVICE IS AVAILABLE ONLY AT THE PHYSICAL STREET ADDRESS REGISTERED WITH ENTELEGENT FOR THE PARTICULAR AREA CODE AND PHONE NUMBER AND MAY NOT BE AVAILABLE AT ALL FOR PHONES THAT MOVE FROM LOCATION TO LOCATION

You acknowledge and agree that EnTelegent's 911 Emergency Service will be available only at the physical street address associated with the particular Area Code and Phone Number assigned to you. You further acknowledge and agree that EnTelegent's 911 Emergency Service will not be available to a particular customer and neither EnTelegent nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of a Area Code and Phone Number to you located outside of the Exchange Area associated with your physical street address or relocation of the telephone device to which an Area Code and Phone Number has been assigned to a location other than your physical street address as registered with EnTelegent.

FAILURE TO DESIGNATE THE CORRECT PHYSICAL STREET ADDRESS

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR ENTELEGENT EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR ENTELEGENT EMERGENCY SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

When activating EnTelegent Services, you must provide the actual physical street address where the device will be located, not a post office box, mail drop or similar address. You acknowledge and understand that EnTelegent's Emergency Service does not function properly or at all if you move or otherwise change the physical location of your EnTelegent Device to a different street address. Any change of the device's physical address must be coordinated with EnTelegent for the service and 911 to work properly.

AUTOMATED NUMBER & LOCATION IDENTIFICATION

THE PSAP RECEIVING ENTELEAGENT 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION.

EnTelegent's system is configured in most instances to send the automated number identification information and to transmit identification of the address that you have registered with EnTelegent to the PSAP and local emergency personnel for your area when you dial 911; however, one or more telephone companies, not EnTelegent, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number and location in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and location and/or if the service is not operational for any reason, including without limitation those listed elsewhere in these Terms and Conditions.

POWER FAILURE, OUTAGES OR DISRUPTIONS OF SERVICE

YOU ACKNOWLEDGE AND AGREE THAT ENTELEAGENT 911 EMERGENCY SERVICE WILL NOT FUNCTION IF YOUR OPE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR ENTELEAGENT SERVICES ARE NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION INCLUDING SUSPENSION OR TERMINATION OF SERVICE BY YOUR BROADBAND PROVIDER AND/OR ISP OR BY ENTELEAGENT FOR ANY REASON INCLUDING BILLING ISSUES OR FOR OTHER REASONS DESCRIBED ELSEWHERE IN THESE TERMS AND CONDITIONS. IF THERE IS A POWER OUTAGE, THE ENTELEAGENT SERVICES AND 911 EMERGENCY SERVICE WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE ENTELEAGENT EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR ENTELEAGENT SERVICE, INCLUDING FOR 911 PURPOSES.

POSSIBILITY OF NETWORK CONGESTION AND/OR REDUCED SPEED FOR ROUTING OR ANSWERING 911

YOU ACKNOWLEDGE AND UNDERSTAND THAT FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH ENTELEAGENT SERVICES, THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL 911 CALLS OVER TRADITIONAL PUBLIC TELEPHONE NETWORKS.

You acknowledge and accept that EnTelegent relies on third parties for the forwarding of information underlying such routing, and, accordingly, EnTelegent and its third party providers disclaim any and all liability or responsibility in the event such information or routing is incorrect.

LIMITATION OF LIABILITY AND INDEMNIFICATION

AS DESCRIBED HEREIN, ENTELEAGENT'S 911 EMERGENCY SERVICE CURRENTLY IS NOT THE SAME AS TRADITIONAL 911 OR E911 DIALING, AND AT THIS TIME, DOES NOT NECESSARILY INCLUDE ALL OF THE CAPABILITIES OF TRADITIONAL 911 DIALING. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS ENTELEAGENT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH SERVICES TO YOU OR ENTELEAGENT IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 EMERGENCY SERVICE AND/OR INABILITY OF

YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING BUT NOT LIMITED TO MISROUTES RESULTING FROM YOUR PROVISION TO ENTELEAGENT OF INCORRECT ADDRESS INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF ENTELEAGENT.

ALTERNATIVE 911 ARRANGEMENTS

YOU ACKNOWLEDGE THAT ENTELEAGENT DOES NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT ENTELEAGENT STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

PRIVACY AND SECURITY

IP communications utilize, in whole or in part, the public Internet and third party networks to transmit voice and data communications. You acknowledge and understand that EnTelegent cannot guarantee that IP communications are private or secure. EnTelegent is not liable for any lack of privacy or security that you may experience with regard to the service. You are responsible for taking precautions and providing security that best suits your intended use of the service.

CPNI

In the course of providing services to you, EnTelegent collects and maintains certain customer proprietary network information ("**CPNI**"). CPNI includes the types of services you currently purchase, related usage and billing information for those services. Your telephone number, name and address are not CPNI. EnTelegent values its relationship with you and is committed to respecting and protecting your CPNI. Accordingly, EnTelegent does not sell, trade or share your CPNI, including

your calling records outside of EnTelegent's family of service providers or with anyone not authorized to offer EnTelegent products or services, or to perform functions on EnTelegent's behalf except as authorized by you or required by law. Generally, EnTelegent can use your CPNI to offer additional services to you, and for billing and collections purposes. EnTelegent can also disclose your CPNI for legal or regulatory reasons, including in response to subpoenas and court orders. EnTelegent can also use CPNI to investigate fraud and to prevent violation of these Terms of Service and the unlawful use of EnTelegent's network, services and other customers.

SECURITY

EnTelegent has invested and deployed a wide variety of technology and security features to ensure the privacy of information on its network. In addition, EnTelegent has implemented operational guidelines to ensure your privacy is safeguarded at every level of its organization. EnTelegent will continue to revise its policies and implement additional security features as new technologies become available. However, no system or service can give a 100% guaranty of security, especially a service that relies upon the public Internet. Therefore, you acknowledge the risk that third parties may gain unauthorized access to your information when using EnTelegent Services.

ENTELEGENT SPAM POLICY

EnTelegent has zero tolerance for spam. Spam complaints will be dealt with seriously and can result in losing EnTelegent privileges

LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE OR TERMINATION OR SUSPENSION OR TERMINATION BY ENTELEGENT

You acknowledge and agree that EnTelegent's Services will not function in the event of power failure. You also acknowledge and agree that the service requires a fully functional broadband connection to the Internet (which is not provided by EnTelegent unless as otherwise provided for in EnTelegent's quotation) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet Service Provider ("**ISP**") and/or broadband provider, the service will not function, but that you will continue to be billed for the service in accordance with these Terms and Conditions. Should there be an interruption in the power supply or Internet connection, the service will not function until power is restored or the Internet connection is re-established. A power failure or disruption may require you to reset or reconfigure your EnTelegent Equipment prior to utilizing the service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 Emergency Service. Should EnTelegent suspend or terminate your service, the service will not function until such time as EnTelegent restores your service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of these Terms and Conditions).

HOME SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT

All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls and medical monitoring devices, may not be compatible, and fax machines and modems may not function, with EnTelegent's Services. By accepting these Terms and Conditions, you waive any claims against EnTelegent for interference with or disruption of such systems due to the service.

LOCAL NUMBER PORTABILITY

In the event you are not utilizing a new phone number for your EnTelegent Service, but rather are transferring an existing phone number, which currently is subscribed to a carrier other than EnTelegent for local, long distance and international telephone services, to EnTelegent Service, the terms and conditions of this paragraph shall apply:

1. You hereby authorize EnTelegent to process your order for EnTelegent Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to EnTelegent Service, and represent that you are authorized to take this action;
2. You agree and acknowledge that if your OPE is enabled prior to the date that the number switch becomes effective ("**Port Effective Date**"), you may only be able to make outgoing calls over the phone you have connected to the OPE. In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the EnTelegent Service; and
3. You agree and acknowledge that if your OPE is not enabled as of the Port Effective Date, your existing phone service for the number you are transferring may be disconnected and you may have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that make all arrangements to afford EnTelegent the opportunity to enable the OPE prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to you via e-mail by EnTelegent following your completion of the ordering process.

LAWFUL, NON FRAUDULENT USE OF THE SERVICE AND THE OPE

You agree to use the EnTelegent Service and OPE only for lawful purposes. You will not use the service or OPE for any unlawful, abusive, or fraudulent purpose, including, for example, using the service in a way that (1) interferes with our ability to provide service to you or other subscribers; or (2) avoids your obligation to pay for EnTelegent's Services. If EnTelegent has reason to believe that you or someone else is abusing the service or using it fraudulently or unlawfully, it may immediately suspend, restrict, or cancel the service without advance notice. While EnTelegent encourages the use of its services within the United States to other countries, EnTelegent does not presently offer or support the service to customers located in other countries. The OPE is intended for use only in the United States. If you remove the device to a country other than the United States and attempt to use the service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the service and/or device by yourself or any person making use of

the service or device provided to you and agree to indemnify and hold harmless EnTelegent against any and all liability for any such use. Should removal of the device from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless EnTelegent against any and all liability for such violation. If EnTelegent determines that you are using the service from outside of the United States EnTelegent reserves the right to terminate your service immediately and without advance notice, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term, all of which immediately become due and payable.

THEFT OF SERVICE

You agree to notify EnTelegent immediately, via e-mail to esupport@entelegent.com by phone at 800-975-7192 if the OPE is stolen or if you become aware at any time that your service is being stolen or fraudulently used. You must provide your account number and a detailed description of the circumstances of the OPE theft or fraudulent use of service. Failure to do so in a timely manner may result in the termination of your service (with your liability for all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable. Until such time as EnTelegent receives notice of the theft or fraudulent use, you will be liable for all use of the service using an OPE stolen from you and any and all stolen service or fraudulent use of the service.

OWNERSHIP AND RISK OF LOSS

The risk of loss of the OPE (including but not limited to theft, loss, casualty or other damage to the OPE) shall be borne by you from the time EnTelegent delivers such OPE to a commercial shipper for shipment to you. In the event you return the OPE to EnTelegent pursuant to these Terms and Conditions, you will continue to bear the risk of loss until the OPE has been received by EnTelegent and has been determined to be in good working order.

Title to OPE is retained by EnTelegent and passes to you only upon receipt by EnTelegent of full payment for the OPE either by you or by your designated lessor (if equipment is leased). In the event your lessor fails to pay EnTelegent in full, you remain obligated to pay EnTelegent for the full amount of the balance owed. Failure

by you to pay EnTelegent in full shall be deemed to be a material breach of the Agreement.

PROHIBITED USES OF SERVICE

You are expressly prohibited from reselling or transferring the service or EnTelegent Equipment to any other person for any purpose. In addition, you are expressly prohibited from using the service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal business usage patterns. If EnTelegent determines, in its sole and absolute discretion, that you are reselling or transferring the service or that your service is being used for any of the aforementioned activities, EnTelegent reserves the right to immediately terminate the service without advance notice, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the service through the end of your then-current subscription term and to assess additional charges for each month in which excessive usage occurred, all of which immediately become due and payable.

You agree to use EnTelegent Services and the EnTelegent Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when, in EnTelegent's sole and absolute judgment, the transmission, receipt or possession of such communication or material would (i) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law or (ii) encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, federal or international law. EnTelegent reserves the right to terminate your service immediately and without advance notice if EnTelegent, in its sole and absolute discretion, concludes that you have violated the above restrictions, leaving you responsible for all outstanding charges as well as all monthly, usage and disconnect fees associated with the Service through the end of your then-current subscription term, all of which immediately become due and payable. You are liable for any and all use of the service and/or the OPE by yourself and by any person making use of the service or device provided to you and agree to indemnify and hold harmless EnTelegent against any and all liability for any such use. If EnTelegent, in its sole and absolute discretion, concludes that you have violated the above restrictions, EnTelegent may forward the objectionable material, as well as your communications with EnTelegent

and your PII to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

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CHARGES AND BILLING

Charges accrue through a full billing period. To determine the charge for each international call, we may round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

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If the cause of the service interruption is traced to EnTelegent owned and operated equipment, whether located at the customer premise or at EnTelegent data centers, and more than fifteen percent of Subscriber's phones are affected by the interruption, and the interruption exceeds 4.4 minutes duration (less than 99.99% monthly uptime) then EnTelegent shall credit customer's account twice the prorata duration of outage. The prorata calculation shall be obtained by multiplying the number minutes of outage in excess of four divided by the total minutes in the month times the total recurring service charge times two. The credit shall be applied immediately to the next billing cycle and shall be applicable to any EnTelegent billed amounts.

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4. any force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
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7. any service, equipment, network or facility failure caused by the loss of power to you;
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EFFECTIVE DATE

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