



Terms and Conditions of Service

1. Provider of Service: This Order is for Hosted PBX and Network Management Services (“Ordered Services”). Services are provided by Covoda Communications., Inc.

2. Acceptable Use: Service is provided to Customer as a “normal” business user. Customer agrees this order does not confer the right to use the Service for auto-dialing, continuous or extensive call forwarding, inbound or outbound telemarketing, or fax broadcasting. Covoda reserves the right to terminate Service with ten (10) days notice or to invoice Customer at the applicable per minute rate for all inbound or outbound calls in excess of 5,000 minutes per month per extension or DID if Covoda determines, in its sole discretion, that the Service is being used for any of these purposes.

2. Order and Invoicing of Service: The start date for billing is the date on which the customer Ordered Services are installed. Usage charges and any equipment and other non-recurring charges, such as installation charges are billed in arrears. Fixed monthly recurring charges are billed in advance. Any applicable taxes and surcharges will be included on each invoice. Customer will be invoiced every calendar month, and will pay within fifteen (15) days of invoice date.

3. Installation and Initial Troubleshooting of Service: Other than what is specified in item Hosted PBX Service Installation, if Customer wishes Covoda personnel to assist with and/or monitor installation of services outside the scope of this Agreement, it must be scheduled at least seventy-two (72) hours in advance with Covoda. If Covoda personnel are enlisted to help debug, configure or otherwise assist Customer with the setup or functioning of any hardware, network and/or software other than Covoda’s Service applications beyond one hour, Customer agrees to pay Covoda at the rate of \$125 per hour for such assistance, billed to the nearest half hour.

4. Ongoing Support of Service: Covoda provides 24 x 7 customer support. Our normal working hours are 8:00 am to 7:00 pm M-F est excluding holidays. During these hours Covoda will answer calls to our support number (877-699-6345) with live personnel to assist you or respond promptly to any email request to support@covoda.com. Off hour emergency calls will be routed to on call personal. If Covoda personnel are enlisted to help debug, configure or otherwise assist Customer with the setup or functioning of any hardware, network and/or software other than Covoda’s Service applications, Customer agrees to pay Covoda at the rate of \$125 per hour for such assistance, billed to the nearest half hour.

5. Customer Obligations: A late payment charge of 1.5% per month, if allowed by law, may be assessed on amounts not paid in a timely manner. Covoda reserves the right to interrupt service to customer for non-payment of fees, charges, or taxes after giving one (1) day faxed or emailed notice from Covoda of said non-payment. Customer shall provide Covoda notice of any disputed charges in writing within sixty (60) days after the bill for such charge is rendered. Customer remains financially responsible for all charges incurred until such time as Customer’s Service has been disconnected from Covoda’s network, which will occur only after written notification of the removal request from Customer has been received by Covoda. Customer holds Covoda harmless and assumes full responsibility for any and all calls, authorized or unauthorized, that are placed or received via customer’s telecommunications system. Customer agrees that all calls made to any toll-free number(s) assigned to customer are the responsibility of the customer. No credits will be issued for wrong numbers dialed.

6. Covoda Service Level Agreement (SLA): Covoda’s goal is to make the Services available to Customer at least 99.9% of the time. Customer will receive a credit for Outages totaling over 60 minutes per month. An Outage is defined as an instance in which substantially all Customer locations or end-users are unable to use the Services when such an Outage is: a) for more than 15 consecutive minutes, excluding outages relating to Covoda’s scheduled maintenance and upgrades; and b) is due to the Services substantially not functioning as designed, and not due to some other problem that is not Covoda’s responsibility, as defined herein. Upon Customer’s request, Covoda will issue a credit to Customer for Outages occurring during any calendar month that are reported by Customer to Covoda and confirmed by Covoda.

Cumulative Outages of more than 60 minutes in any calendar month will be credited by one-thirtieth (1/30) worth of the monthly subscriber fees and usage billed to Customer in the previous calendar month, multiplied by each hour (or portion thereof rounded up to the nearest tenth (1/10) hour) of the cumulative duration of such Outages. For example, if during October cumulative Outages totaled 2 hours and for the month of September Customer was billed \$1,000 in Fees + Usage, Customer would receive a credit of $2 \times 1/30 \times \$1,000 = \66.67 .

The following are exceptions to this SLA, which will prevent Customer from receiving credits in connection with an Outage:



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- a) Circumstances beyond Covoda's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, terrorist attack, sabotage, embargo, fire, flood, strike or other labor disturbance;
- b) Scheduled maintenance or upgrade;
- c) Internet DNS issues or major, wide-ranging Internet impairment outside of the direct control of Covoda;
- d) Customer's acts or omissions, including without limitation, any negligence, willful misconduct, or use of the Covoda Network or Covoda services in breach of Covoda's Terms and Conditions, whether such acts are performed by Customer or others authorized or permitted by Customer;
- e) Customer equipment or network problems.

Notwithstanding anything in this SLA, the total amount credited to a Customer in connection with Outages in any month will not exceed the total Fees and Usage paid by Customer during that month. Each valid credit will be applied to a Customer invoice within two (2) billing cycles.

7. 911 Emergency Calling Service: Customer understands 911 Dialing is NOT automatic with VoIP service and that it must keep its 911 Address(es) accurate in order for Emergency Personnel to know where Customer locations are. To change an existing 911 address or add a new one, contact Customer Service and confirm with them that the change/add has been done. If the new 911 Dialing Address is not confirmed, Emergency Personnel may not be able to send assistance to the proper address promptly. VoIP service, including 911 Dialing, will not work if there is no electrical power or there is no Internet access. **NOTE:** 911 can always be called from a traditional landline phone or from a cell (mobile) phone.

8. International Service: Customer understands that he/she has activated telephone lines that may be capable of international calling. Customer understands that in the event that any services and/or customer equipment is tampered with, compromised or lost/stolen, customer agrees to take full responsibility and pay for any and all calls made from Customer's equipment using the Covoda network, including international calls, whether authorized or not until such time as Covoda is notified of the situation or requested to deactivate the international calling feature on such lines using Covoda's service. It is customer's sole responsibility to notify Covoda of any and all changes in status on lines and/or travel cards. Customer agrees to keep strict security over long distance lines using Covoda services and understands any fraudulent use shall be Customer's sole responsibility.

9. Limitations of Liability: Customer acknowledges that Covoda shall not be liable for any consequential, indirect, special, incidental or other damages whatsoever arising from any failures, interruptions, delays, errors or deficiencies of services, facilities or equipment provided by Covoda pursuant to this Service Order. The liability of Covoda for any interruptions, delays, errors or defects in transmission, equipment or services shall be limited to an amount equivalent to the charges assessed by Covoda for the period of service during which such problems and/or outages occurred.

10. Fee and Rate Stability: During the period of this Agreement, Covoda guarantees that all listed Fees will remain unchanged with the exception of Fees for phone numbers outside of the U.S. and Canada. In addition, Covoda guarantees that all per-minute and per-call rates will remain the same for calls terminating or originating to the U.S. and/or Canada, but reserves the right to change rates for calls terminating or originating outside the U.S. and/or Canada on thirty (30) days notice to Customer.

11. Term of Agreement: This Service Agreement shall continue for a period as stated on the Order Form. At the end of the initial term, the Agreement shall continue on a month-to-month basis unless terminated by either Party with thirty (30) day written or emailed notice to the other Party.

12. Suspension or Termination: Customer may terminate this Agreement without liability for a termination penalty if Covoda's network quality does not meet industry standards, provided that all of the following conditions are met: (a) Covoda's failure to meet industry standards must be attributable to facilities or causes within Covoda's reasonable control; (b) Covoda is unable to resolve the problem within one (1) week after receipt of notice of problem in writing, and (c) Customer's account balance must be current. Customer may terminate this agreement at any time with 30 days notice and agrees to transfer the account or pay any early termination fees associated with any Business Internet service provided by Covoda. Customer also agrees to return any phone, switching or router equipment that was not purchased and was used by Covoda to provide the service.



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This Service Agreement shall be governed, construed and interpreted according to the laws of Florida. Customer consents to the jurisdiction of the courts in Florida to adjudicate any claim or action based on this Agreement and expressly waives any right to commence or defend such claim or action in any other jurisdiction.