

ABA Net Customer Service Agreement – International and Interstate

Thank you for subscribing to Services provided by ABA Net, LLC (“ABA Net”). This ABA Net Customer Service Agreement (“Agreement”) sets forth the rates, charges and terms and conditions that apply to the international and interstate telecommunications services (the “Services”) provided to you by ABA Net and to which you subscribe. This Agreement supersedes any prior agreement of terms governing Services to which you previously subscribed from ABA Net. Please read these terms and conditions carefully and keep a copy for your records. If you have any questions regarding the Services or this Agreement, you may contact ABA Net’s Customer Service Department by phone, toll-free, at 1-866-862-7232, or by mail at 11510 Georgia Avenue, Suite 101, Silver Spring MD 20902.

Except as provided in this paragraph, your subscription to, use of, or payment for Services will constitute your agreement to be bound by the charges, terms, and conditions set forth in this Agreement and in the ABA Net, LLC International and Interstate Standard Rate Schedule (the “Rate Schedule”). If you do not so agree, do not use the Services and cancel the Services within thirty (30) calendar days after receipt of this Agreement by calling the number on your ABA Net invoice or ABA Net’s Customer Service Department at 1-866-862-7232. In the event you cancel your Services as provided in this paragraph, you will not be responsible for the pro rata portion of any monthly recurring charges after the effective date of the cancellation. You will, however, be responsible for all usage charges and the pro rata portion of the monthly recurring charges incurred prior to cancellation.

Definitions Used in this Agreement

“Agreement” means the terms and conditions set forth herein in this ABA Net Customer Service Agreement – International and Interstate and in the ABA Net, LLC International and Interstate Standard Rate Schedule, which together constitute an agreement between ABA Net and You (“Customer,” “Subscriber,” “You” or “Your”) for the provision of Services as defined herein.

“You,” “Your,” “Customer,” and “Subscriber” mean the person or entity that subscribes to, uses, and/or or pays for the Services.

“ABA Net,” “We,” “Our” and “Us” mean ABA Net.

“Service” or “Services” mean the international or interstate (state to state calling) telecommunications services described in this Agreement and the Rate Schedule.

“ABA Net, LLC International and Interstate Standard Rate Schedule” or “Rate Schedule” means that document that contains the specific Service description, charges, or other terms and conditions applicable to a Service or Services, which may be in addition to those set forth herein, and which is subject to and incorporated by reference into this Agreement as if more fully set out. You can review the Rate Schedule on our website at [website] or request a copy of it by calling ABA Net at 1-866-862-7232 . You acknowledge that it is impractical to list in this Agreement all of the Service descriptions, charges, and other terms and conditions applicable to all Services governed by this Agreement and that providing such information on the ABA Net website and making it available on request are reasonable means of notice and incorporation of those terms.

1. Commencement of Service

Registering to use, subscribing to, using or paying for the Services indicates your acceptance of the rates, terms and conditions set forth in this Agreement and the Rate Schedule, as well as your acknowledgement that you are responsible for all charges related to the use of the Services.

2. Rates, Charges and Payment

You agree to pay ABA Net for the Services at the rates and charges set forth in this Agreement and the Rate Schedule. You also agree to pay, if applicable, any connection charges, usage charges, monthly fees, monthly minimums, late payment penalties, collections costs, regulatory fees, taxes, government-imposed or permitted charges, surcharges or other fees and surcharges that may apply. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Service and included on your invoice or bill, including fees related to the Universal Service Fund, unless you are exempt from these payments and can provide documentary evidence of such exemption.

Service rates and charges may include a one-time connection fee of \$4.99 and a monthly recurring charge of \$4.99 for access to international and interstate Services. For Services that incur the monthly recurring charge, such charge will be offset by a \$4.99 credit when the monthly international and interstate usage charges, excluding taxes, fees and surcharges, exceed \$50.00. Service rates and charges may also include monthly fees, monthly minimums, carrier access charges and other surcharges assessed by ABA Net as determined by your use of the Services. ABA Net's Service rates and charges, reflected in the Rate Schedule, are available online at www.abanet.us. If Services are accessed via a toll paid number, you are solely responsible for any charges from your underlying toll carrier.

International and Interstate usage charges are calculated as reflected in the Rate Schedule. ABA Net's Service usage calculations, rates and charges are subject to change without prior notice; including, but not limited to, as required to align usage calculations and rate increases with those from ABA Net's underlying wholesale carrier(s). Once adjusted rates and charges appear on your invoice, your failure to cancel your Service prior to the end of the next billing cycle will indicate your agreement to accept the adjustments or modifications to Service rates and charges. ABA Net will determine the format of the invoice and reserves the right to change that format from time to time. With the exception of the initial billing period, which may reflect a partial month of Service, ABA Net will invoice you on a monthly basis. In addition to the Service rates and charges and related taxes, surcharges and fees, ABA Net, at its sole discretion, may assess additional charges in the event you fail to abide by the terms of this Agreement as follows:

- A late payment charge of 1.5%, or the maximum interest allowed by law if less than 1.5%, applies to any balance carried forward to the next month's bill;
- A charge of \$30.00, or the maximum allowed by law, applies for any check returned due to insufficient funds;
- A charge of \$30.00, or the maximum allowed by law, applies for uncollectibles;
- A reconnect charge of \$20.00.
- A collections charge equal to 50% of the unpaid amounts.

All bills are due upon receipt. If you believe that any of the amounts charged on your bill are erroneous, you must notify ABA Net in writing within thirty (30) calendar days of the invoice date, clearly describing the amounts in dispute. If you fail to dispute a charge in the manner described in this paragraph, the amounts charged shall be deemed correct and shall not be subject to further dispute. Notwithstanding the foregoing,

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all invoiced amounts; including amounts disputed, must be paid when due, and no portion of the amounts due may be withheld by you. ABA Net will review the dispute and contact you in writing stating the resolution of the dispute and the reason for its decision. Disputed amounts found in your favor will be credited on the next invoice following such resolution.

In the event that your Service is terminated by you or ABA Net, you will be responsible for all unpaid amounts due, including late payment charges, if any, up to and including the date the Service is terminated. If you fail to pay the amounts due on the due date, you will be charged and be responsible for all expenses that ABA Net may incur in attempting to collect such outstanding amounts, including collections fees, attorney's fees, and court costs). Our acceptance of late or partial payment (even if marked "PAID IN FULL") and/or late payment charges shall not constitute waiver of any of our right to collect the full amount due under this Agreement.

We reserve the right to revise the rates and charges for our Services from time to time. Unless required by law, we will not provide advance notice of changes to our rates and charges, including changes to taxes and surcharges applicable to the Services.

At our sole discretion, we may refer your delinquent account to a collections agency. At the time of referral to the collections agency, we will assess you a collections charge of 50% of the unpaid balance (in addition to any applicable late payment penalties), plus any additional costs incurred by us (including attorneys' fees and court costs, if applicable).

3. Billing.

We will determine the design and the format of the bill. We will also determine the billing period. We may change both the format and the billing period from time to time and without notice to you.

4. Credit Check and Deposits

By applying for or subscribing to the Services, you give us permission to obtain your credit information from credit reporting agencies from time to time. If we determine that you may be a credit risk, we may require a security deposit or a pre-payment. Interest shall accrue on such security deposit or pre-payment to the extent required by, and in conformity with, applicable law. In addition, based on your credit worthiness as we determine it, we may set a credit limit on your account at any time. If you exceed your credit limit, we may restrict your access to the Services we provide. This restriction on your access to the Services will not affect your access to or use of 911 emergency service.

5. Restriction on Use of Services

ABA Net's Services are being provided to you on the specific terms to which you and ABA Net have agreed as set forth herein. You acknowledge that your use of the Services must comply with the provisions of this Agreement and all applicable laws and regulatory requirements. You also agree not to use the Services for any unlawful or abusive purpose or in any way that damages ABA Net's property, or interferes with or disrupts ABA Net's systems or the services provided to other ABA Net customers. You acknowledge that you may not, consistent with this Agreement, transmit any communication that violates any laws, court orders, or regulations or that would be offensive, abusive or injurious to the recipient. Further, you agree that you will not share the Services and that you will utilize the Services in a manner that is consistent with their commercial intent and viability. You may not resell any of ABA Net's Services without ABA Net's prior written consent. If you believe that unauthorized calls are being made on your account, or you suspect fraudulent use of the Service, you must notify ABA Net immediately of such activity. Until such report is

made to ABA Net, you will be responsible for all calls made on your account. Notwithstanding the above, to protect you against fraudulent Service usage, ABA Net may, in its sole discretion, suspend Service in the event that activity on your account exceeds \$100.00 in any billing cycle unless you have requested a higher amount by contacting ABA Net in advance by phone at 1-866-862-7232 or by mail at 11510 Georgia Avenue, Suite 101, Silver Spring MD 20902.

6. Disclaimer of Warranties and Limitation of Liability

(a) Provision and Use of Service.

SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. ABA NET DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, ABA NET EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ABA NET'S BEHALF, AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT. ABA NET DOES NOT WARRANT THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU EXPRESSLY AGREE THAT OPERATION AND USE OF A SERVICE IS AT YOUR SOLE RISK. NEITHER ABA NET NOR ANY OF ITS EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES OR AGENTS SHALL HAVE ANY LIABILITY FOR THE OPERATION, USE OR MALFUNCTION OF ANY SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD ABA NET RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH ANY SERVICE.

(b) Limitation of Liability.

EXCEPT WHERE PROHIBITED BY LAW, CUSTOMER'S SOLE REMEDY FOR LOSS OR DAMAGE CAUSED BY OPERATION OR USE OF ANY SERVICE OR FOR DELAY, MALFUNCTION OR PARTIAL OR TOTAL NONPERFORMANCE OF ANY SERVICE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE PAYMENT OF AN AMOUNT NOT IN EXCESS OF THE CHARGES PAID OR PAYABLE BY CUSTOMER TO ABA NET FOR SUCH SERVICE FOR THE PERIOD SUCH FAILURE, DELAY OR NONPERFORMANCE OCCURRED; PROVIDED, HOWEVER, IF IT IS DETERMINED THAT OUR NEGLIGENCE CAUSED INJURY TO A PERSON OR DAMAGE TO PROPERTY, WE WILL BE LIABLE FOR NO MORE THAN THE LESSER OF THE AMOUNT OF DIRECT DAMAGE TO THE PERSON OR PROPERTY FOR WHICH WE ARE FOUND RESPONSIBLE OR ONE THOUSAND DOLLARS (\$1,000.00). YOU ACKNOWLEDGE THAT ALL SERVICE OF SUCH A NATURE THAT ANY MESSAGE MAY BE LOST FOR MANY REASONS, INCLUDING, BUT NOT LIMITED TO, DIALING ERRORS, POWER FAILURES, MALFUNCTIONING OF WIRELINE AND/OR WIRELESS TELEPHONE/TELECOMMUNICATIONS/COMMUNICATIONS SERVICES AND EQUIPMENT AND ELECTRONIC INTERFERENCE. ABA NET SHALL NOT BE LIABLE FOR ANY REASON WHATSOEVER TO YOU FOR LOSS OF USE FOR ANY OF THE SERVICES, THE CONTENT OF ANY MESSAGE, ANY FAILURE OR DELAY IN THE TRANSMISSION OR RECEIPT OF ANY MESSAGE, OR ANY INTERCEPTION, UNAUTHORIZED DISCLOSURE OR OTHER UNAUTHORIZED USE OF A MESSAGE. YOU AGREE THAT IN ALL CIRCUMSTANCES, ABA NET AND ITS SUPPLIERS AND/OR MANUFACTURERS SHALL NOT BE LIABLE FOR LOST PROFITS, LOSS OF INFORMATION, LOSS OF SIGNAL, OR TOLL FRAUD. ABA NET SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY ABA NET SERVICE. THIS EXCLUSION OF DAMAGES ENCOMPASSES, WITHOUT LIMITATION, LOSS OF BUSINESS OR REVENUES;

LOSS OF DATA; LOSS OF USE OF ANY ASSOCIATED DEVICES; COSTS OF CAPITAL; SUBSTITUTE SERVICES OR REPLACEMENT SERVICES; DOWNTIME COSTS; AND CLAIMS BY YOU OR YOUR USERS FOR SUCH DAMAGES. **THIS APPLIES WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN.** THIS EXCLUSION OF DAMAGES ALSO APPLIES, WITHOUT LIMITATION, TO YOUR INABILITY TO USE OR ACCESS THE NETWORK OR OTHER ABA NET FACILITIES, OR ANY PART THEREOF, EITHER SEPARATELY OR IN COMBINATION WITH OTHER COMMUNICATION FACILITIES OR IN CONNECTION WITH ANY SERVICE PERFORMED OR NOT PERFORMED BY ABA NET OTHER THAN UNDER THIS AGREEMENT, OR A THIRD PARTY.

EXCEPT WHERE PROHIBITED BY LAW, ABA NET WILL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED TO THE PROVISION, OPERATION OR USE OF SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF ABA NET OR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS OR SUPPLIERS), STRICT LIABILITY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU SPECIFICALLY AGREE THAT ABA NET SHALL NOT BE LIABLE FOR THESE TYPES OF DAMAGES ARISING OR RESULTING FROM ANY ACCIDENT OR INJURY CAUSED BY OPERATION OR FAILURE OF ANY SERVICES. YOU ACKNOWLEDGE THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT ABA NET'S LIABILITY AS PROVIDED HEREIN.

(c) IN THE EVENT THAT THE LIMITATIONS OF LIABILITIES OR REMEDIES AVAILABLE AS SET FORTH IN THIS AGREEMENT, OR ANY PORTION THEREOF, ARE FOUND UNENFORCEABLE FOR ANY REASON, OR THAT ANY OF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE, YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL ABA NET'S TOTAL LIABILITY TO YOU OR ANY PARTY CLAIMING BY, THROUGH OR UNDER YOUR FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, IN THE AGGREGATE EXCEED THE AMOUNT OF CHARGES PAID BY YOU FOR ANY SERVICES UNDER THIS AGREEMENT.

(d) THIS SECTION 6 SHALL SURVIVE AND CONTINUE TO APPLY AFTER THIS AGREEMENT TERMINATES.

(e) NOTHING IN THIS SECTION 6 LIMITS ACTUAL DAMAGES THAT ARE CONCLUSIVELY DETERMINED TO BE THE DIRECT RESULT OF OUR WILLFUL OR INTENTIONAL MISCONDUCT.

7. Indemnification

You agree to defend, indemnify and hold harmless ABA Net, our employees, officers, directors, affiliates, subsidiaries, assignees and agents, from and against any and all claims, demands, actions, causes of actions, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to any use of a Service, including but not limited to: matters relating to incorrect, incomplete or misleading information; defamation; invasion of privacy; identity theft; infringement of a copyright, tradename, trademark, servicemark, or other intellectual property; any defective product or Service or for any injury or damage to person or property cause by any service sold or otherwise distributed through or in connection with a Service; or violation of any applicable law or regulation; provided, however, such claims are not based on our willful misconduct or gross negligence. This provision shall continue to apply after the cancellation or termination of this Agreement.

8. Termination, Suspension and Cancellation of Service

This Agreement will remain in effect until such time as you cancel your Service by contacting the ABA Net Customer Service Department directly using the contact information provided in this Agreement for cancellation instructions. Notwithstanding any other terms herein, ABA Net reserves the right to terminate this Agreement and discontinue providing the Services at any time in the event that you breach the terms of this Agreement for any reason, including, but not limited to, failure to pay amounts invoiced for your use of the Service and fraudulent use of the Services. Should ABA Net have reason to believe that your long distance service provider has been switched without your knowledge or approval (a practice known as “slamming”) ABA Net may, in its sole discretion, contact you to confirm that you have authorized the change.

9. Entire Agreement

This Agreement in combination with ABA Net’s Standard Rate Schedule fully represent the terms agreed to by you and ABA Net; and they supersede all prior conversations, discussions, correspondence and agreements between you and ABA Net concerning ABA Net’s Services. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. No delay or omission by ABA Net to exercise any right or power accruing upon any non compliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Notwithstanding the foregoing, ABA Net reserves the right to modify or change this Agreement or its Standard Rate Schedule from time to time.

To the extent there is a conflict between material terms of this Agreement and the Standard Rate Schedule, the material terms of the Standard Rate Schedule shall control for Services provided.

10. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, in any respect, the remaining provisions will not be affected as long as the parties’ basic intent under this Agreement can be achieved.

11. Survivability

The terms and conditions contained in this Agreement that by their sense and context are intended to survive their performance hereof by either or both parties hereunder, shall so survive the completion of performance, cancellation or termination of this Agreement. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

12. Assignment

We reserve the right to assign or otherwise transfer by merger or operation of law all or part of our rights or duties under this Agreement without notifying you. If we make such assignment, we will have no further obligations to you. You may not assign this Agreement or the Services to which you subscribe without our prior written consent, and any attempt by you to make such assignment is void.

13. Governing Law

This Agreement shall be governed by the laws of the State of Maryland without regard to its choice of law provisions.

14. Force Majeure

You agree that we will not be held responsible for any delay or failure in performance of any Service or of any of these terms and conditions, if applicable, caused by accident or casualty, fire, flood, lightning, meteorological phenomenon, power failure, severe weather, explosion, declared or undeclared war or armed conflict, national, state, or local emergencies, civil disobedience, delay in transportation, failure of suppliers to deliver equipment or services, shortage of labor or materials, strike or other concerted acts of workers (whether ABA Net or others), embargo, government requirement or other civil or military authority, act of terrorism, act of God, or unnamed events or acts otherwise known as *force majeure*, acts of any third party, or other similar causes beyond our control, which prevent or hinder the delivery of any Service (“Condition”). If any such Condition occurs, we may elect to immediately terminate any Service without notice.