



HOSTED PBX AND SIP TRUNKING SERVICES EXHIBIT

Please read this Agreement carefully before using the Services. The following terms are applicable to Customer's Hosted PBX and / or SIP Services (VoIP Services) and together with the Master Service Agreement ("MSA") and the Incorporated Agreements constitutes the entire agreement between Customer and DCT Telecom Group, Inc. (DCT). By accessing or using the Services, you agree to be bound by the terms in these documents. If you do not wish to be bound by these terms and conditions, you may not access or use the Services. If you utilize the Services in a manner inconsistent with this agreement or DCT's Additional Terms and Conditions, DCT may terminate your access, block your future access and / or seek additional relief as the circumstances of your misuse indicate is proper. DCT may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement at www.4dct.com. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Services shall be deemed your continued conclusive acceptance of the modified Agreement. **In the event of any conflict between the terms set forth in this Hosted PBX and SIP Trunking Services Exhibit and DCT's Additional Terms and Conditions or any other agreement executed between the parties, the terms of this Hosted PBX and SIP Trunking Services Exhibit shall prevail.** Any capitalized terms not defined herein will have the meanings ascribed to them in the remainder of the Agreement.

INSTALLATION AND PROVISIONING

CUSTOMER LOCAL AREA NETWORK (LAN)

Customer acknowledges and understands that Service performance may vary based upon Customer's LAN infrastructure. The configuration of the Customer LAN remains the responsibility of the Customer. DCT may, at its sole discretion, offer Professional Services at the then current rates to assist Customer in configuration of Customer LAN elements. In no case will DCT be held responsible for any interruptions to Customer's business, or failure of Customer's LAN or equipment as a result of this assistance. For the purpose of this section, "LAN" is defined as Customer owned routers, firewalls, cabling, switching equipment, punchdowns, patch panels, paging equipment, analog interfaces, FAX machines, credit cards, door openers, phones, and other equipment connected to these items.

CUSTOMER PROVIDED BANDWIDTH

DCT may allow Customer to provide their own network connections to utilize DCT VoIP Services. DCT will not be liable or responsible for any installations, testing, troubleshooting, repair, integration, support or maintenance of these connections. Customer understands that it may experience connection, quality of service or general degradation issues resulting from DCT VoIP Services being used with non-DCT supplied bandwidth. Any DCT Agreements do not apply to WAN bandwidth not provided by DCT.

PUBLIC INTERNET

DCT may allow Customer to utilize DCT VoIP Services over a public Internet connection. Customer understands that it may experience quality of service or general degradation issues resulting from DCT VoIP Services being used over public Internet.

SERVICE ELEMENTS

TELEPHONE NUMBERS

DCT will make commercially reasonable efforts to provide new telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Services. Where Customer desires to provide and/or port its own pre-existing telephone numbers to the Services, DCT shall be entitled in its reasonable discretion to reject any telephone numbers proposed to be supplied by Customer. DCT shall not unreasonably reject any telephone numbers. Based exclusively upon information provided by Customer, **and subject to the remainder of this Services Exhibit and the Emergency Services Notice of 911 and E911 Service Limitations included as part of the MSA and incorporated herein in all respects.** DCT will register telephone numbers provided to Customer for use in connection with the Services with the appropriate 911 authority. DCT will also assist in the porting of Customer's telephone numbers and/or the assignment of new telephone numbers as applicable and where available, and both Parties agree and understand that Customer shall retain all right, title, and interest to such telephone numbers. Prior to each number portability request, Customer shall submit a valid letter of authorization ("LOA") on a form provided by and/or acceptable to DCT that has been executed by an authorized Customer contact. DCT will not attempt to port a telephone number without a valid LOA and other documentation as reasonably necessary to effectuate a port; DCT shall be entitled in its reasonable discretion to deny porting any number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each telephone number being ported, in addition to any other charges applicable to the Services, Customer shall pay non-recurring porting charges to DCT. Customer shall protect, defend, indemnify, and hold harmless DCT, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs or other documentation relating to number portability.

Customer acknowledges that both existing telephone numbers that are currently listed in telephone directories (electronic or otherwise) as well as telephone numbers that Customer obtains from DCT may not be listed in any telephone directories.



CONDITIONS OF USE

UNLIMITED USAGE

Customer's use of "unlimited" local and long distance calling as a feature of the Services at the MRC stated in the Sales Order presumes industry standard utilization of such features by commercial customers or based on comparison of such use to other DCT customers as determined by DCT in its sole discretion. In the event that Customer makes excessive use of the local and long distance calling feature, DCT shall be entitled in its sole discretion to assess additional charges with respect to such excess utilization.

CALL RECORDING

Customer acknowledges that there are federal and state statutes governing the electronic recording of telephone conversations and that DCT will not be liable for any illegal use of the Services. It is the Customer's responsibility to determine if the electronic recordings are legal under applicable federal and state laws. Customer will indemnify and hold DCT harmless for any claims, damages, fines or penalties arising out of Customer's failure to adhere to applicable electronic recording laws.

INTERFACE LIMITATIONS

Customer acknowledges the Services are not compatible and/or designed to work with certain systems including security systems, modems, medical monitoring systems and some FAX machines. Customer acknowledges the Services are not compatible and/or set up to work with outdialing systems including security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. Interfacing with autodialer systems must be approved prior to contract signature. Customer may be required to maintain a telephone connection through their local exchange carrier to ensure operability of any of these functions. Customer is responsible for contacting the respective companies to test the compatibility of any of these systems with the DCT Services. Use of predictive dialers or any other device designed to create a high frequency of outdials relative to connected call length in conjunction with the DCT VoIP Services, without prior approval, can result in additional charges and rate changes, or a cancellation of Services.

PLAYBACK RECORDINGS

DCT will not be liable or responsible for any quality, licensing or troubleshooting regarding any Customer provided recordings used in connection with the Services. These recordings include but are not limited to: voice mail prompts, hold music and call center queue announcements. Customer hereby represents and warrants that they possess all required rights to use any recordings that Customer provides and / or uses.

MODIFICATIONS TO SERVICE

CHANGES TO FEATURES OR QUANTITIES

Customer may add, delete, upgrade or downgrade existing Services at any time during the Service Term by contacting DCT Customer Care at customerservice@4dct.com. Changes will be processed within 14 days, and new billing will begin as of the upgrade / downgrade processing date, or within 7 days of the date DCT has received any related equipment via our return policy. Note that any orders requiring Local Number Portability will be processed within 35 days. Many of DCT's products include Dedicated Access. Per unit pricing on any item, including Dedicated Access, is extended to Customer based on the quantities of all items identified on a Sales Order, and reduced quantities may affect the per unit pricing. All changes to billing will be processed subject to the Term Plan Monthly Minimum. Note that 100% of Monthly Recurring Charges (MRC) are subject to a one year minimum.

EQUIPMENT

CUSTOMER PREMISE EQUIPMENT

Customer acknowledges that the delivery of Services will require the installation of Customer Premise Equipment (CPE). All CPE provided and owned by DCT will, at all times, remain the property of DCT. Upon termination of any Services, Customer's right to use the CPE will immediately end and Customer shall return the CPE in accordance with the DCT Return Policy.

CUSTOMER PROVIDED EQUIPMENT

DCT will not be liable or responsible for any configuration, installation, testing, troubleshooting, repair, integration, support or maintenance regarding any Customer Provided Equipment used in connection with the Services. Any work requested by Customer will be charged at the then current professional services rate. Customer hereby represents and warrants that they possess all required rights, including software and/or firmware licenses, to use any equipment that DCT has not provided.

RENTAL OPTION

DCT will charge the Customer a Monthly Recurring Charge (MRC) that includes the use of devices during the Service Term. This also includes a fee for maintenance items such as hardware and software maintenance, upgrades (if required by DCT) and IP phone support. Note that this maintenance extends only to support features required by DCT for the DCT VoIP Services as designed and purchased.

When upgrading, downgrading, adding or removing Services, Customer may be given the option to:

- a) purchase any new equipment as an NRC at DCT's then current price. The new MRC will be the Purchase Option MRC.
- b) agree to renew their Services and extend their term at the then upgraded Rental Option rate, with no additional NRC, or
- c) pay a one time "catch-up" NRC to be determined by DCT on an individual case basis. The new MRC will be the Rental Option MRC.

In the event of the need for replacement of a defective device, the monthly fee will continue to apply and DCT will send replacement equipment to arrive within 1 business day of the request, assuming the need is identified before 5:00 p.m. Eastern Time, Monday – Friday. Units found to operate normally once returned will be subject to an NRC restocking fee of 65% of the then current replacement cost of the unit. If the original equipment is not received within 14 days via our Return Policy, the Customer will be required to purchase that unit at the then current replacement cost. Customer will reimburse DCT for the total cost of repairing or replacing any Equipment on a time and materials basis in the event of misuse, failure to exercise reasonable care, altering original configuration, damage, theft, or disaster.

Equipment provided for Services may be new or recertified. DCT will not be responsible for managing any equipment longer than the time period for which the manufacturer of that device supports the hardware and software on that device. In the event this time period expires prior to the end of the Customer's contract term, DCT reserves the right to replace any equipment with equipment having similar feature sets. If the manufacturer assigns DCT provided equipment an End of Life or End of Sale distinction, DCT reserves the right to discontinue support of that equipment.

If Customer chooses to terminate Service, all DCT owned equipment must be returned via our Returns Policy. If the original equipment is not received within 14 days via our Return Policy, the Customer will be required to pay a fee equivalent to the then current replacement cost.

PURCHASE OPTION

DCT will charge a one-time NRC per device. Customer can request a replacement at any time and will be required to purchase new equipment at the then current rates. Warranty support for purchased devices will not be handled by DCT, and should be addressed directly with the device manufacturer.

If Customer is not under a DCT Customer Specific Term Plan, the Customer defaults to the purchase option and DCT requires Customer to purchase any new equipment.

WARRANTIES

All equipment purchased from or managed by DCT is subject to the terms and conditions set forth in the Manufacturer's or Publisher's warranty, end-user license, or agreement as applicable. DCT does not offer a warranty of any kind, express or implied, during the Service Term other than passing on the original equipment manufacturer warranty for any equipment purchased by Customer.

DEVICE FIRMWARE

Customer has not been granted by DCT any license to use the firmware or software used to provide the Services or embedded in equipment used to provide the Services, other than a nontransferable, revocable license to use such firmware or software in object code form strictly in accordance with the terms and conditions of this Agreement. Customer shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. DCT may provide testing and upgrading of firmware on equipment as necessary.