

These Terms and Conditions of Service (the "Agreement") are entered into by and between the subscriber ("you," "your," "customer," or "Subscriber") and Blended Technology Solutions, LLC ("Blended Technology Solutions LLC," "us" or "we"). Please be aware that, any of the following actions, without limitation or qualification, constitutes your acceptance and agreement to be bound by and to comply with all of the terms and conditions of service of this Agreement: (a) your submission of an order; (b) your accepting the terms and conditions electronically during the ordering process; or (c) your use of the Service (as defined herein). Initial charges, including first month service and shipping and handling charges are non-refundable immediately upon submission of an order. This Agreement includes the terms set forth herein, the Privacy Policy, and all other materials specifically referred to in this Agreement, all of which are incorporated herein by reference. This Agreement sets forth the terms and conditions under which you agree to use the Service and covers all of Blended Technology Solutions LLC's VoIP offerings. If you do not or are not willing to be bound in its entirety by these terms and conditions of service, do not proceed. Copyright and Licenses: The entire contents of this Agreement, the Services, and Blended Technology Solutions LLC's Website are protected under the United States copyright laws. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. SERVICE LEVEL AGREEMENT (SLA). Blended Technology Solutions, LLC will provide you with VoIP phone service, subject to the terms and conditions set forth herein (the "Service"). We recommend waiting until the Service is installed and tested before assuming that the Service will be available and of good quality. We will provide the Subscriber with a 99.999% service uptime guarantee. The Service Level Agreement excludes scheduled maintenance, any planned maintenance or service interruption approved by CLIENT, and any instances where an interruption of Services is initiated by CLIENT.

2. CALLER ID SERVICE. Blended Technology Solutions sends current Caller ID information with every call placed. For business customers, Caller ID information is the business name, with a maximum of 15 characters. Caller ID information is not customizable. Blended Technology Solutions has no control over the information that any terminating telephone company chooses to display. All telephone carriers update their Caller ID information periodically, but many companies do not update as often as Blended Technology Solutions sends updated data. If a disparity is found between the information that Blended Technology Solutions is sending and the information that a terminating telephone company is displaying, it is the Subscriber's responsibility to contact the terminating telephone company and request that they display the correct data. Blended Technology Solutions is not responsible for errors involving spelling, punctuation, or capitalization of Caller ID information.

3. EMERGENCY SERVICES - 911 DIALING.

- **3.1 911 Dialing.** Blended Technology Solutions uses the same national 911 network that all traditional telephone companies use. Be aware that 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure your device(s) prior to utilizing the Service, including 911 Dialing. Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning. Disconnection of your account will prevent all Service, including 911 Dialing, from functioning. Your ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. If you suspect this has happened to you, you should alert us to this situation and we will work with you to attempt to

resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. You acknowledge that Blended Technology Solutions, LLC is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, by way of illustration but not limitation, call routers, call centers, and local emergency centers.

- **3.2 Registration of Physical Location Required.** For each phone number that you utilize with the Service, you must register the physical location where you will be using the Service with us. Your initial location will be registered as a part of subscribing to the Service. It is incumbent on you to confirm the accuracy of your physical address through your online account and update it if you have any changes, additions or transfers of phone numbers. When you move the Device to another location, you must update your location. If you do not update your location, 911 calls you make may be sent to an emergency center near your old address. You may update a location by logging on to your online account. For purposes of 911 Dialing, you may only register one location at a time for each phone number.
- **3.3 Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should make arrangements for an alternate means of accessing traditional 911 or E911 services or disconnecting the Service. You understand that additional arrangements should be made to access emergency services. To access emergency services, you acknowledge and accept that it is your sole responsibility to purchase, with a third-party separately from Blended Technology Solutions, LLC, traditional wireless or wireline telephone service that offers access to emergency services. By agreeing to these terms of service and by your use of the Device, you acknowledge and accept that the Device may not support or provide emergency service at all times. You represent and warrant to Blended Technology Solutions, LLC that you already have made additional arrangements with a third party to access emergency services.
- **3.4 Network Congestion.** Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.
- **3.5 Disclaimer of Liability and Indemnification.** We do 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 expressly disclaim any and all responsibility for the conduct of such local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national 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 Blended Technology Solutions, LLC nor any of its officers, directors, members or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arise from our gross negligence, recklessness, or willful misconduct. You shall defend, indemnify, and hold harmless Blended Technology Solutions, LLC, its officers, directors, members, employees, affiliates and agents and any other service provider who furnishes services to you in

connection to the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

4. TECHNICAL SUPPORT. Technical support is intended to facilitate the setup of your properly functioning computer network for access to our services. Your computer must have an active working connection to the internet before any technical support will be dispensed. If you are having problems connecting to the internet, you will need to contact your Internet Service Provider (ISP) for assistance getting connected first. Our technical support staff has no obligation to assist you in installing and/or troubleshooting modems, network cards, routers, complex network configurations or telephone lines, neither will they provide any technical assistance or support for any third party Software.

- **4.1 Incompatibility With Other Services**

- **(a) Non-Voice Equipment Limitations.** You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Blended Technology Solutions, LLC for interference with or disruption of such systems due to the Service. You waive any claim against Blended Technology Solutions, LLC for interference with or disruption of these services and equipment, as well as any claim that Blended Technology Solutions, LLC is responsible for any disruption to your business, if applicable.
- **(b) Hardware Compatibility Issues.** There may be other internet services or hardware with which our service may be incompatible, including but not limited to: Fixed Wireless, Satellite, and Power over Ethernet connections. Some providers of broadband service may provide modems that prevent the transmission of communications using our service. We do not warrant that our services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of our service with any particular broadband service.

5. EQUIPMENT INSTALLATION. Installation charges will be identified and agreed upon at the time the customer signs the order. The customer site must be ready for installation or the customer will be charged a \$150 rescheduling fee. A site ready for installation must have a working internet connection, network cabling terminated to each phone location, and all the necessary network equipment. Blended Technology Solutions is not obligated to provide technical support beyond that which is prescribed in section 4.

6. PHONE NUMBER PORTABILITY. Blended Technology Solutions gives customers the option of transferring telephone numbers to or from our service. If transferring a number away from Blended Technology Solutions, it is the customer's responsibility to cancel their service after the number has successfully transferred. Disconnected telephone numbers are not eligible for transfer to or from our service. Please refer to the pricing posted on the website for the current porting fees. Number ports are non-refundable. Cancellations without a FOC (firm order commitment) date have no additional penalty fees. Cancellations within 48 hours of an assigned FOC date will be assessed a \$75.00 cancellation fee. If a cancellation is requested too late, the port may have to be "snapped back". Customer initialized snapbacks will be assessed a \$300.00 snapback fee. If a cancellation is requested too late, you may be charged the difference between the cancellation fee and the \$300.00 snapback fee. Number port re-submissions with non-TN (telephone number) corrections will not be additionally charged. Number port re-submissions with TN changes/corrections will be treated as a new port request.

11. INITIAL TERM. This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or Blended Technology Solutions, LLC pursuant to this Agreement.

12. RENEWAL. Upon expiration of the INITIAL TERM or any subsequent term this Agreement will automatically renew on a monthly basis and the Subscriber will be considered Month-to-Month subscriber.

9. GENERAL PRICING AND FEES. Blended Technology Solutions, LLC's prices will be charged based on the Plan and Options you select during the ordering process. A Subscriber who is not under contract is considered "month to month" and will pay the monthly prices listed on the Customer Pricing Sheet corresponding to the Plan and Options chosen by the Subscriber at the time of order. However, such monthly prices are subject at any time to increase to Blended Technology Solutions, LLC's then current prices. From time to time Blended Technology Solutions, LLC may offer promotional packages to entice new customers to join. Unless otherwise stated, these promotional packages are not valid for existing customers. In addition to regular fees set forth in the Customer Agreement, you agree to pay all other charges, including but not limited to network usage, applicable taxes, fees and surcharges, including charges imposed against Blended Technology Solutions, LLC by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected in your monthly charge. All domestic calls are subject to an FCC-mandated Universal Service Fund tax. This rate changes quarterly based on the information located at the FCC Website. The current rate is 15.5%, and is subject to change without notice. When possible, Blended Technology Solutions, LLC will break out such charges on the monthly invoice.

10. BILLING, PAYMENT, LATE FEES AND OTHER CHARGES. On the fifth day of each month, Blended Technology Solutions shall either:

- (1) debit the client's credit card (when such information has been provided by the client); or
- (2) deliver, by e-mail or regular mail, an invoice in accordance with the applicable Service Fees for services rendered for the current month.

When an invoice is delivered to the client, payment shall be remitted to Blended Technology Solutions by no later than the specified payment due date or in accordance with the terms list on the invoice. Blended Technology Solutions shall be entitled to immediately terminate this agreement for a client's failure to make timely payments.

There is no money back guarantee for any Services. There are no pro-rated refunds for unused time or when adding/removing items from your plan. Subscribers are responsible for paying monthly subscription fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, Blended Technology Solutions will continue to send a monthly statement for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to a fifty dollar (\$50.00) reconnection fee. Subscribers are responsible for any disputed charges beyond sixty (60) days from the date of the charge. Any account which goes into collection status will be transferred to a collection agency and incur a fifty dollar (\$50.00) processing fee and all other applicable fees and charges.

You are responsible for all charges attributable to your account incurred with respect to the Services. You agree to notify Blended Technology Solutions immediately by using the support contact methods listed on the Blended Technology Solutions website or by calling Blended Technology Solutions at (888) 276-8985, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. Blended Technology Solutions may, but is not obligated

to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold Blended Technology Solutions harmless from all claims, costs, liabilities and damages arising out of such fraudulent use.

- **10.1 Prepaid Plan.** Customers will pay for a predetermined amount of minutes to use each month. Minutes will be deducted for both inbound and outbound calling activity. Inbound calling includes calls to conference bridges, call queues, or toll-free numbers on your account.
- **10.2 Unlimited Calling Plan.** Customers who choose this plan will get one (1) unlimited outbound calling channel included in the plan's monthly price. Incoming calls are free excluding inbound calls to conference bridges, call queues, or toll-free numbers on your account. Inbound calls to conference bridges, call queues, or any toll-free numbers you may have, will be billed at the rate listed on the Customer Agreement or Customer Pricing Sheet. Additional unmetered outbound calling channels can be purchased at any time. Please refer to the pricing sheet for current pricing. Any additional outbound calling while the unmetered calling channel(s) are in use will be billed per minute at the rate specified on the Customer Agreement or Customer Pricing Sheet.
- **10.3 International Calling.** International calling is disabled by default. Customers may enable or disable it at anytime by submitting a support request. Upon submitting a request to enable International calling, the customer will be presented with a rate quote and upon agreement of said rate quote, Blended Technology Solutions will enable International calling on the account. All International calls are billed at the international rate stated in the rate quote. Any and all call charges are rounded to the nearest whole penny. Failure to pay will result in suspension of service. All international calls are subject to an FCC-mandated 15.5% Universal Service Fund tax. This rate changes quarterly based on the information located at the FCC Website.
- **10.4 Extension to Extension Dialing.** Dialing from one extension to another extension does not count against usage. This applies not only to extensions located in the same physical location but also to extensions that are geographically separated.
- **10.5 Call Forwarding.** Certain features such as call forwarding and follow-me may incur outgoing minutes automatically when they are enabled. All forwarded calls count against your plan limits. Before activating these features, consider this usage and whether it will affect your plan thresholds.
- **10.6 Toll-Free Numbers.** Toll Free numbers can be attached to any Blended Technology Solutions service plan. Inbound calls to a Toll-Free number are billed per minute charges as shown on the Customer Agreement.
- **10.7 No 0+ or Operator Assisted Calling; May Not Support X11 Calling.** You acknowledge and understand that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial-around calls. Our Service may not support 311, 511, and other x11 services in one or more service areas.
- **10.8 No Directory Listing.** The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.

13. TERMINATION BY SUBSCRIBER. Subscriber may terminate this Agreement at any time for any reason by providing Blended Technology Solutions, LLC with a written notice in the form of a valid written termination request and paying all fees and other charges accrued or otherwise payable under the terms of this Agreement. Initial charges and installation fees, if any, are non-refundable. Once your termination request is received by us, you will be sent a final invoice. A Monthly Subscriber's termination will be

effective once payment of the final invoice is received. Blended Technology Solutions, LLC does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's Internet service will never constitute a termination request. A written termination request is valid only if it includes the account username listed on the Customer Information Sheet and is submitted using one of the following approved methods:

- **Via Web:** <http://www.blendedtechnology.com> and filling out the cancelation form.
- **Via Fax:** (937) 424-5640
- **Via Mail:**
Blended Technology Solutions, LLC
P.O. Box 1567
Dayton, OH 45401

14. TERMINATION BY Blended Technology Solutions, LLC. If, in Blended Technology Solutions, LLC's sole and absolute discretion, (a) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Blended Technology Solutions, LLC's servers or other equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with Blended Technology Solutions, LLC's technical support staff, customer service staff or any other Blended Technology Solutions, LLC employees or representatives; (d) Blended Technology Solutions, LLC receives an order from a court of competent jurisdiction to terminate a Subscriber's Service; or (e) Blended Technology Solutions, LLC for any reason ceases to offer the Service, then Blended Technology Solutions, LLC at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the equipment charges set forth herein, if applicable.

16. INDEMNIFICATION. You agree to defend, indemnify and hold harmless Blended Technology Solutions, LLC and its officers, directors, members and employees from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, the Software, the Equipment or the Internet.

17. REVISIONS. Blended Technology Solutions, LLC may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to our website at <http://www.blendedtechnology.com>. You agree to visit this page and the links therein periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Subscribers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, a Subscriber accepts and agrees to the revisions and to abide by them. Any Subscriber who does not agree to the revision(s) must terminate their Service immediately.

18. COMPLIANCE. Blended Technology Solutions, LLC's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or

unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

19. THINGS BEYOND BLENDED TECHNOLOGY SOLUTIONS, LLC'S CONTROL. Blended Technology Solutions, LLC will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

20. ENTIRE AGREEMENT. This Agreement, including all policies posted on Blended Technology Solutions, LLC's website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and Blended Technology Solutions, LLC with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

21. NOTICE. Notices by Blended Technology Solutions, LLC to you shall be deemed given: (a) when sent to your primary contact email address, (b) when deposited in the United States mail addressed to you at the address you have specified in your account options or (c) when hand delivered to your home, as applicable.

22. Acceptable Use. Blended Technology Solutions will treat each Subscriber's personal information in accordance with Blended Technology Solutions, LLC's privacy policy ("Privacy Policy") published at <http://www.blendedtechnology.com>. Subscriber agrees to the terms of the Privacy Policy. Blended Technology Solutions, LLC reserves the right to make changes to the Privacy Policy without notice.

23. SATISFACTION GUARANTEE. Blended Technology Solutions proudly stands behind its service with our 30 day satisfaction guarantee. Within the first 30 days of your service startup you may upgrade or downgrade any of your services or cancel your services with absolutely no hassle. If cancelling, all we ask is that you pay all up-front costs such as phone equipment and installation fees.

24. ELECTRONIC COMMUNICATIONS. When you visit Blended Technology Solutions.com, sign up for service with us, or send e-mails to us, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically in return. It is the responsibility of the subscriber to maintain and update a valid email address with Blended Technology Solutions LLC at all times. Blended Technology Solutions LLC will not be held responsible for interruptions in service or cancellation of service for non-payment due to an email not being received by the subscriber or filtered out by the email provider being utilized by the subscriber. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Blended Technology Solutions, LLC sends out email from time to time regarding your account and you cannot opt out of them.