



# TERMS OF SERVICE

These Terms of Service are as referenced in the Service Activation Form of Go Virtual Voice by and between Telecom Management Group, Inc. d/b/a Go Virtual Voice (“Go Virtual Voice”) and the customer referenced in the Service Activation Form (“Customer”). Go Virtual Voice and Customer may be referred to herein individually as a “Party” and collectively as the “Parties”.

1. **Definitions.** As used in this Agreement, the following terms shall mean:

“**Agreement**” means this Master Services Agreement, the T&C’s, all applicable CSO’s, Policies, attachments, schedules, addendums, exhibits and SOW’s entered into at any time between the parties, and any SA entered between Go Virtual Voice and Customer from time to time.

“**AUP**” means Go Virtual Voice’s Acceptable Use Policy as may be amended by Go Virtual Voice from time to time and which is provided with this Agreement or available at <http://www.GoVirtualVoice.com/acceptable-use-policy>. Go Virtual Voice will use reasonable efforts to notify Customer in writing in advance of making any changes to the AUP but it is the Customer’s responsibility to be aware of the terms of the AUP at all times.

“**Circuit**” means the actual connection(s) (whether wired, wireless or both) between Go Virtual Voice and Customer over which the Services are delivered.

“**CSO/SA Service Period**” or “**Service Period**” means the number of months that Customer has contracted to accept applicable Services from Go Virtual Voice as stated on each governing CSO or SA, or, if applicable, SOW. The Service Period shall include the initial Service Period indicated in a CSO or SA and all subsequent Renewal Periods entered thereafter. The initial Service Period shall commence upon the installation of the applicable Service.

“**Customer Service Orders**” or “**CSO**” mean collectively the Service Activation Form, those documents which specifically define the Services ordered by Customer and which are entered between Go Virtual Voice and Customer from time to time during the Term. CSOs set forth, among other things, the specific Services ordered by Customer; the Customer locations to which Services are to be provided; applicable Subscription Fees and MRC’s, NRCs and other fees; projected installation dates; the applicable initial CSO Service Period for the Services; and other detailed information regarding the Services to be provisioned to Customer. Multiple CSO(s), each covering one or more locations and/or one or more Services, may be entered between Customer and Go Virtual Voice during the Agreement Term. CSO’s specifically include all attachments and exhibits thereto such as the applicable Go Virtual Voice pricing pages.

“**Effective Date**” means the date set forth in the Preamble above.

“**Legal Requirement**” means all then-governing federal, state, local, municipal, foreign and/or international laws, ordinances, regulations, statutes, treaties, injunctions, judgments, decrees, orders and/or rulings rendered by any court, administrative agency or other governmental body of competent jurisdiction applicable to the matter at issue.

“**Monthly Recurring Services**” means Services provided by Go Virtual Voice to Customer as specified in applicable CSO(s) or SA(s) and for which Customer incurs monthly recurring fees for Customer’s use of those Services. Examples of Monthly Recurring Services include but are not limited to direct internet access and broadband telecommunications services, hosted voice and network services.

“**Non-Recurring Charge(s)**” or “**NRC**” means the onetime charges for installation of Go Virtual Voice’s Services including fees directly charged by Go Virtual Voice and those passed through to Customer from Go Virtual Voice’s, suppliers, third parties, vendors and/or subcontractors. All such NRCs will be established in each CSO, SA or

SOW either as a specific amount or detailed as being Customer’s responsibility.

“**Policies**” means Go Virtual Voice’s CPNI Policies, AUP, fraud policies, E-911 policies, taxes, surcharges and fees policies and any other policies of Go Virtual Voice provided with this Agreement, in the T&C’s or found at [www.GoVirtualVoice.com](http://www.GoVirtualVoice.com).

“**Professional Services**” means Go Virtual Voice’s professional consulting and support services as specified in applicable Statement(s) of Work.

“**Provided Equipment**” means, without limitation, Go Virtual Voice’s equipment used to provide Services which may include core and edge routers and switching devices, IP telephones, gateway devices, video and audio conferencing and/or any other devices that Go Virtual Voice may provide to Customer from time to time to facilitate Customer’s access to the Services. Subject to the terms and conditions of this Agreement, title to Provided Equipment remains with Go Virtual Voice at all times. Provided Equipment does not include Purchased Equipment as described below.

“**Purchased Equipment**” means any and all equipment purchased by Customer from Go Virtual Voice or third parties for the Services. Title to Purchased Equipment purchased from Go Virtual Voice shall pass to Customer upon payment in full of the purchase price for such goods to Go Virtual Voice.

“**Services**” means Go Virtual Voice’s communications network and all services and features delivered over or through such network or other networks to Customer, including but not limited to Monthly Recurring Services, as specified in applicable CSO(s) and or SA(s), and/or Go Virtual Voice’s Professional Services as specified in applicable Statement(s) of Work and for the Service Periods.

“**Service Addendum**” or “**SA**” means: (a) any written document executed by Go Virtual Voice and Customer or (b) any oral or written instruction given by Customer or Customer’s authorized users to Go Virtual Voice, that details the scope and charges, if any, relating to changes to an executed CSO and/or additional Services, locations, or Purchased Equipment to be covered by the Agreement or CSO, as applicable. Any such oral or written instructions given by Customer to Go Virtual Voice shall become a binding Service Addendum upon Go Virtual Voice’s installation and/or provision of the modified scope of Services or Purchased Equipment subject to the SA. Service Addendums shall establish any change in or additional Subscription Fees and/or NRCs.

“**Statement of Work**” or “**SOW**” means collectively those documents which specifically define the scope of Professional Services ordered by Customer and which are entered between Go Virtual Voice and Customer from time to time during the Term. SOWs set forth, among other things, the specific Professional Services ordered by Customer; the Customer locations to which Professional Services are to be provided; applicable NRCs and other fees; projected timelines for the provision of the Professional Services; and other detailed information regarding the Professional Services to be provisioned to Customer. Multiple SOW(s), each covering one or more locations and/or one or more Professional Services, may be entered between Customer and Go Virtual Voice during the Agreement Term. SOWs specifically include all attachments and exhibits thereto such as the applicable pricing pages.

“**Subscription Fees**” mean all monthly recurring fees charged to Customer for the use of Go Virtual Voice’s Services. Subscription Fees will be established in each applicable CSO.

“**T&C’s**” means those additional terms and conditions set forth in any Schedule to this Agreement or as set forth on-line at [www.GoVirtualVoice.com/Terms&Conditions](http://www.GoVirtualVoice.com/Terms&Conditions).



“Term” means the period of time from the Effective Date of this Agreement and the later of 36 months thereafter or through the date the last of the CSO(s), SOW(s) and/or SA(s) governed hereunder between Customer and Go Virtual Voice expires or is terminated.

Additional terms are defined in other sections of the Agreement or the T&C’s and have the meaning plainly set forth therein.

2. Customer’s Use of Service. Pursuant to the terms and conditions of this Agreement, Go Virtual Voice agrees to sell and grants Customer and Customer’s authorized users access to the Services as provided over Go Virtual Voice’s communications network and as specified in any applicable CSO(s) and/or SA(s). Such access shall include, but not be limited to, the use of the Provided Equipment that Go Virtual Voice may supply from time to time to facilitate Customer’s access to the Services. Customer shall provide Go Virtual Voice’s personnel with reasonable access to Customer’s premises to maintain the Provided Equipment and Services and to remove the Provided Equipment upon expiration or termination of this Agreement. Any material delay in repair or maintenance of Go Virtual Voice’s Services caused by Customer’s failure to grant Go Virtual Voice timely access to Customer’s premises shall be excluded from the calculation of any Service outages. If Customer can grant access to the rooftop, wire chases, risers, and/or other spaces of any building in which Customer is located, Customer grants Go Virtual Voice the right to install Provided Equipment, wiring and related devices in such locations.

3. Delivery of Services. Upon receipt of a duly executed Agreement and CSO, and upon satisfaction of Go Virtual Voice’s review to its satisfaction of Customer’s credit, Go Virtual Voice shall notify Customer of the target date for delivery of the Services (the “Estimated Availability Date”). Go Virtual Voice shall use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date; provided, however, the inability of Go Virtual Voice to deliver a Service or make any Services available by such date shall not be a breach of this Agreement. Go Virtual Voice shall use commercially reasonable efforts to cause all Customer Services to go “live” on the same day; provided, however, the inability of Go Virtual Voice to cause all Customer Services to go “live” on the same day shall not be a breach of this Agreement, and Customer shall be responsible for all charges incurred once one Service goes “live” regardless of whether other Services have not yet gone “live”.

4. Term/Automatic Renewals. This Agreement shall become effective on the Effective Date, and shall continue for the Term and shall automatically renew for successive one-year periods (each, a “Renewal Term”), unless either Party gives written notice to the other Party of non-renewal at least 90 days before the end of the applicable term. With respect to each CSO, the Term and all applicable Renewal Terms shall hereafter be referred to collectively as the “CSO Term”. Notwithstanding any other provision of this Section 4, Go Virtual Voice may elect in its sole discretion to terminate this Agreement and any or all outstanding CSOs upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice.

5. Payment Terms and Charges. During a CSO Term, Go Virtual Voice will render to Customer monthly bills for (i) the Subscription Fees, charges for NRC’s, charges for Professional Services, and any other charges for Services provided and any taxes, fees and surcharges related to the Services. All Subscription Fees for monthly recurring charges (as specified on the outstanding CSOs) are due and payable in advance on the last day of the month immediately preceding the month for which the Services are to be provided, and the initial payment (as specified on the outstanding CSOs) are due and payable on the date Customer executes the applicable CSO, (in each case, the “Due Date”). Other terms and conditions of billing and payment may be provided in the T&C’s.

6. Service Levels. Go Virtual Voice will provide the Customer with the service levels as are provided in the T&C’s, the CSO or any attachments to this Agreement, or if applicable, provided to Go Virtual Voice by an underlying provider for any Service. By executing below, the Customer is acknowledging and representing and warranting they are

familiar with the service levels provided under the Agreement.

7. Termination/Default. A “Customer Default” shall occur if Customer (a) fails to make payment as required under this Agreement and such failure remains uncorrected for 24 hours after the Due Date; (b) fails to perform or observe any material term or obligation contained in this Agreement or under any CSO; (c) uses the Services for any unlawful purpose or in any unlawful manner, or violates the AUP or any other policies of Go Virtual Voice related to the use of the Services; (d) has a voluntary or involuntary proceeding commenced by or against it in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) days of filing; (e) makes an assignment for the benefit of creditors; or (f) is generally unable to pay its debts as they become due. In the event of a Customer Default, Go Virtual Voice shall have the right (without any liability, and in its sole discretion) to (a) immediately suspend and/or terminate any or all Services being provided to Customer without notice to Customer if Customer’s actions place a material adverse affect on the carrier’s network (eg: Denial of Service Attack) and/or (b) terminate this Agreement. If “Customer Default” is not materially affecting the carrier network, Go Virtual Voice shall provide adequate notice (at least two business days) of Go Virtual Voice’s intentions to suspend and/or terminate service. Such notice shall be via electronic mail provided in the CSO, which Customer shall have the sole responsibility to ensure it is accurate and current. Go Virtual Voice will use reasonable efforts to reach Customer via phone, however this method of contact shall not act as legal notice of suspension and/or termination. Additionally, in the event of a Customer Default Go Virtual Voice shall have the right, without notice and at any time, to enter Customer’s premises to remove any and all Provided Equipment and reclaim any and all Provided Equipment supplied by Go Virtual Voice to Customer. If this Agreement is terminated because of a Customer Default, such termination shall not affect or reduce Customer’s minimum Subscription Fees required under any CSO. Go Virtual Voice shall at all times be entitled to all rights available to it at law or in equity; and, Customer agrees to pay Go Virtual Voice reasonable expenses (including attorney and collection agency fees) incurred in the enforcement of Go Virtual Voice rights in the event of a Customer Default.

Customer may terminate this Agreement should Go Virtual Voice materially breach the terms or conditions thereof relating to Go Virtual Voice’s provision of Services. Prior to any such termination, Customer will provide Go Virtual Voice with at least thirty (30) calendar days prior written notice of intent to terminate, which notice shall describe Go Virtual Voice’s breach in reasonable detail. Should Go Virtual Voice fail to cure such breach to Customer’s reasonable satisfaction during the notice period, the Agreement or the applicable CSO, SA or SOW may be immediately terminated by Customer by subsequent written notice. Customer’s obligations to pay all amounts owed to Go Virtual Voice through the date of Service cancellation shall survive termination of any CSO, SA or SOW.

8. Warranty and Disclaimer of Warranty. **GO VIRTUAL VOICE MAKES NO WARRANTY WITH RESPECT TO THE SERVICES OR ITS PERFORMANCE UNDER THIS AGREEMENT UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT. GO VIRTUAL VOICE MAKES NO WARRANTY WITH RESPECT TO INTERNET OR VOICE SERVICES. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES, IF ANY, SET FORTH IN THE CSO’S GO VIRTUAL VOICE DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY THIRD PARTY SERVICES, IF ANY. WITHOUT LIMITING THE FOREGOING GO VIRTUAL VOICE DOES NOT WARRANT THAT ITS SERVICES OR GO VIRTUAL VOICE’S SYSTEMS WILL MEET CUSTOMER’S REQUIREMENTS, OR WILL OPERATE IN THE MANNER DESIRED BY CUSTOMER, OR WILL BE ERROR-FREE, OR FREE FROM UNAUTHORIZED INTRUSION. THE PARTIES HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS AND DISCLAIMERS DEPRIVE IT OF AN**



**ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.**

9. Compliance with Law. Use of the Services shall be in accordance, and comply, with the T&C's, all Policies, all applicable laws, regulations, and rules. Customer shall obtain all approvals, consents and authorizations necessary to conduct its business and initiate or conduct any transmissions over any facilities covered by this Agreement.

10. Indemnity. (a) Customer and Go Virtual Voice shall defend, indemnify and hold harmless the other from and against any and all claims for damage to tangible property or bodily injury, including claims for wrongful death, to the extent that such claim arises out of the gross negligence or wrongful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with this Agreement or the provision of Services hereunder. (b) Customer will defend, indemnify and hold harmless Go Virtual Voice and its officers, directors, members, stockholders, employees, contractors and agents and third party providers and underlying carriers from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees arising out of, resulting from or based upon any complaint, claim, action, proceeding or suit of any third party based upon an alleged defect in or failure of Service, failure to obtain approval, consent, or authorization, or based on Customer's violation of any law or any rule or regulation due to the sole negligence of the Customer.

11. Representation of Authority. The undersigned represents that he/she is authorized to enter into this Agreement and will indemnify Go Virtual Voice from any liability arising from a breach of this representation. The undersigned further represents that the information provided in this Agreement and all CSO's are correct and that he/she has reviewed and understands the terms and conditions thereof and agrees to be bound thereby.

12. Force Majeure. If Go Virtual Voice's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, power outage, storm or other similar occurrence including rain fade or other atmospheric conditions, any law, order, regulation, direction, action or request of any government, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, acts of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, then Go Virtual Voice shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. Go Virtual Voice shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes cease. In the event the force majeure event prevents the use of any circuit provided as part of the Services and such force majeure event continues for a period of sixty (60) days, then either party may disconnect the affected circuit without incurring liability, except for Customer's liability for any charges.

13. Proprietary Information. Unless compelled by a court of law, the terms and conditions of this Agreement, any CSO, and all documents referenced herein including invoices are confidential and proprietary, whether or not marked or indicated as such, and shall not be disclosed to any third party or otherwise without prior written consent of Go Virtual Voice. If Customer is requested or compelled by a court of law, it shall give notice to Go Virtual Voice and Go Virtual Voice shall have the right to defend or attempt to limit any such request.

14. Choice of Law/Venue/Dispute Resolution. Any disputes concerning this Agreement shall be governed and determined under Florida law without giving effect to conflict of law principles. Disputes

arising under this Agreement shall be resolved under the T&C's and venue shall exclusively be in Atlanta, Georgia. Except for Go Virtual Voice's collections suits which are not subject to the following arbitration provisions, before the initiation of any arbitration between the Parties, written notice of any claim, dispute or other difference (collectively, "Disputes") shall be provided. If the Dispute cannot be resolved within sixty (60) days of receipt of such notice, either Party may initiate arbitration of the Dispute. Disputes that arise between the Parties shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Florida. Subject to the limitations of liability set forth herein, the arbitrator(s) may award declaratory relief, preliminary and permanent injunctive relief, and direct compensatory damages, but may not award any incidental, consequential, punitive or other damages disclaimed herein and each Party waives, to the fullest extent permitted by law, any claims for any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of charges paid by Customer to Go Virtual Voice for the Services. The Parties agree that each Dispute will be resolved individually and shall not be resolved on a consolidated or class basis or joined with Disputes of any third-party in connection with the Service that is the subject of the dispute.

15. Miscellaneous. (a) Customer shall not assign or otherwise transfer their rights or obligations under this Agreement without the prior written consent of Go Virtual Voice; (b) No changes or modification to this Agreement or any CSO executed pursuant hereto shall be effective unless agreed to by an authorized officer of Go Virtual Voice either by initials or signature; (c) No rule of construction requiring interpretation against Go Virtual Voice shall apply in the interpretation of this Agreement; (d) The provisions of this Agreement are for the benefit only of the Parties hereto, and no third party may seek to enforce or benefit from these provisions; (e) If any term or provision of this Agreement shall be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then: (i) both Parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent; and (ii) the remainder of this Agreement shall be valid and enforceable; (f) The failure of either Party to enforce any provision hereof shall not constitute the permanent waiver of such provision; (g) The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality and the making of any and all payments due hereunder; (h) In case of conflict between or among documents attached to this Agreement and this Agreement, the following order of precedence shall apply: (1) CSO's; (2) T&C's; (3) Policies, and SOW's and (4) this Agreement; (i) This Agreement consist of all the terms and conditions contained herein, and constitutes the complete and exclusive statement of the understanding between the Parties and supersedes all proposals and prior agreements (oral or written) between the Parties relating to the content of this Agreement and the Services; (j) Captions or paragraph headings are used merely for reference purposes and do not affect and shall not be interpretative of the context in any manner; (k) This Agreement may be signed in counterparts, each of which when executed, shall be deemed an original, and all such counterparts shall constitute one and the same instrument.