

CARRIER SERVICES ATTACHMENT

1. Scope of Services.

1.1 Definitions. "Carrier Services" means (a) a connection to the Internet and/or to the Publicly Switched Telephone Network ("PSTN") (b) connection to Infradapt's hosting facilities or locations (c) point-to-point connections between Customer locations (d) or similar forms of network transport services to reach telephone and data communication services.

1.2 Services. Subject to the terms and conditions of this Agreement, Infradapt will provide Customer the service or services as set forth on the "*Products and Services Agreement - Commercial Terms*", defined as the standard form on which Customer selects the Services that Infradapt shall provide and the corresponding fees for such Services. Infradapt may select, at its discretion, the delivery method of such Services, unless otherwise provided on the Commercial Terms. Any pre-purchased, bundled allotments of services that go unused at the end of each month will lapse and do not roll over to the following month.

1.3 Additional Services. Customer may upgrade existing Services or order additional Services (or components of each Service) by contacting Infradapt and completing a new "*Products and Services Agreement - Commercial Terms*" for these Service(s) under the terms of this Agreement; which may be associated with a new service term.

1.4 Installation of Services. Customer shall make all necessary preparations required to permit installation, maintenance and operations of the Services and will provide Infradapt reasonable access to Customer's premises as necessary to perform such services. Customer shall be responsible for any and all additional charges due to rescheduling for Customer's failure to provide access.

2. Term. The Initial Service term is specified in the associated "*Products and Services Agreement - Commercial Terms*" and shall commence on the date that Infradapt informs Customer the Services are ready for use by Customer ("the Commencement Date"). Upon expiration of the Initial Service Term, the Service will automatically renew for consecutive one (1) year terms ("Renewal Term") unless either party provides notice of termination, in accordance with Section 4.1 of this Agreement, within thirty (30) days prior to the expiration of the Initial Service Term or any Renewal Term. Monthly charges may be changed to reflect pricing in effect at the time of contract expiration. In each Renewal Term, Infradapt shall have the right to increase the Fees payable by Customer by an amount not to exceed ten (10) percent of the then-applicable fees.

3. Billing and Payments.

3.1 Fees. Customer shall pay the fees for Carrier Services as provided in the "*Products and Services Agreement Commercial Terms*", including "Installation Charges" defined as the fees Infradapt charges to Customer for the installation of Infradapt Service and Equipment. Customer will render payment for Installation Charges included on Customer's first invoice with monthly service charges, which are billed one month in advance. Customer shall be responsible for any and all additional charges arising from (1) costs of relocation of Infradapt Equipment upon Customer's request once installed and (2) charges incurred for maintenance diagnostics that determine service issue to be caused by equipment not provided by Infradapt.

3.2 Payments; Late Payments. All payments shall be made in United States dollars and are due upon receipt. All Payments shall be remitted to Infradapt LLC, 1126 Trexlertown Road, Breinigsville, PA 18031. If Customer fails to pay any Carrier Services fees within 10 days Customer will be charged additional fees of ten percent of invoice amount per day late for an extended period of seven days. In addition, failure of Client to fully pay any fees within ten days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by Infradapt, and will be sufficient cause for immediate termination of this Agreement by Infradapt. Any such suspension does not relieve Customer from paying past due fees plus interest and in the event of collection enforcement. If Services are suspended as a result of nonpayment of fees and subsequently reconnected, in addition to late payment fees, Customer will be required to pay a reconnection fee of \$100.00 and may be required to make reasonable deposits or assurances of payment. If invoice for any Infradapt provided equipment remains unpaid 10 days after the receipt, Customer agrees to return equipment and pay Infradapt up to 40% of the retail cost for the interim usage of the equipment.

3.3 Taxes. Customer shall be responsible for, pay and to the extent applicable, reimburse Infradapt for all federal, state and local sales, use, value added, excise, duty and any other taxes or other charges (other than taxes based on Infradapt's net income) imposed by any governmental authority or regulatory body in connection with any Service or as a result of the existence or operation of this Agreement, Customer's purchase and use of the Services and the sale to Customer of hardware, software or equipment.

3.4 Disputed Amounts. If Customer has a bona fide, good faith dispute with any of the amounts on an invoice ("Disputed Amounts"), Customer must pay all amounts not in dispute as set forth above, and provide Infradapt with a written request for a billing adjustment together with all supporting documentation to the address set out in Section 4.1 below within thirty (30) days from the first day of the month of the invoice on which the disputed amount first appeared. If Infradapt does not receive this information within this thirty (30) day period, Customer's right to billing adjustment shall be waived. If Infradapt denies, in good faith, Customer's dispute after reviewing the supporting documentation the Customer submits, Customer must remit all disputed amounts within five (5) days of the date of Infradapt's written determination to the address provided in Section 3.2.

4. Cancellation Policy.

4.1 Notices. Any notice or cancellation request shall be submitted via email to "Billing@Infradapt.com" or in writing by Certified Mail to Infradapt LLC, 1126 Trexlertown Road, Breinigsville, PA 18031, Attention: Billing Department. Notices shall be deemed duly given upon either the day of delivery if transmitted by personal delivery or confirmed receipt of email, OR three days after mailing if transmitted by Certified Mail.

4.2 Customer Early Termination. If Customer cancels this Agreement prior to the end of the then-current Term, Infradapt shall invoice Customer, and Customer shall pay Infradapt within fifteen (15) days from date of invoice, all charges for Services for

each month remaining in the unexpired portion of the then-current Term. It is agreed that Infradapt's damages if Services are cancelled prematurely shall be difficult or impossible to ascertain, thus the provisions of this Section are intended to establish liquidated damages in the event of cancellation prior to the end of the Term and are not intended as a penalty. Such cancellation shall not be deemed a default.

4.3 Performance Impairment. In the event Customer is prevented from completing calls or transmitting and receiving IP packets due to an intervening cause or physical barrier (for example, a fiber cut or if a building is constructed that interferes with the line of sight) (each an "Impairing Condition"), Infradapt will use commercially reasonable efforts to remedy the Impairing Condition as soon as possible. If Infradapt is unable to restore Service within 72 hours Customer may cancel this Agreement without further obligation. Such right is contingent on payment of all installation and service fees incurred up to the time the Impairing Condition interrupted Services.

4.4 Customer Move Policy. If Customer moves its office to a location within Infradapt's coverage area and Infradapt can provision Services consistent with Infradapt standards, this Agreement will continue in force and Customer will be responsible for the installation fees for its new location. If Customer moves outside Infradapt's coverage area, Customer shall have the right to cancel this agreement in accordance with Section 4.2.

4.5 Cancel Service Order. Infradapt will make commercially reasonable efforts to provide the Services described in the "Products and Services Agreement - Commercial Terms". However, there may be circumstances in which Infradapt will be unable to provide such services consistent with Infradapt standards or consistent with the terms and conditions of this Agreement. In such event, Infradapt may immediately terminate this Agreement without liability or further obligation.

5. Acceptable Uses, Compliance with Laws. Customer shall not use or permit its end users to use any of the Services provided for any unlawful, abusive or fraudulent purposes or in violation of any laws. Customer warrants that it and any third-party authorized end users of Customer will obtain all required licenses and permits, if necessary, and will comply with any laws, regulations and public policy, which may be applicable to the provision and use of Services by Customer or end users. Furthermore, Customer will comply with Infradapt's Acceptable Use Policy ("AUP") and will require its end-users to do so. The AUP may be amended by Infradapt periodically by posting such amendments to the AUP on Infradapt's website (www.Infradapt.com). If Customer violates the AUP, Infradapt may immediately suspend Services. Infradapt shall be under no obligation to monitor the compliance of Customers with the AUP, but reserves the right to do so.

6. Equipment.

6.1 Infradapt Equipment. Under no circumstances shall Customer acquire ownership rights in any equipment Infradapt allows Customer to use to facilitate Customer's receipt of Services ("*Infradapt Equipment*"). Infradapt Equipment is personal property and is not to be regarded as part of the real estate on which it may be situated. Customer disclaims any liens on, claims to, or interest in the Infradapt Equipment and the proceeds thereof and agrees not to assert any claim against the Infradapt Equipment or proceeds thereof. Customer shall promptly return all Infradapt Equipment in the same condition as furnished to the Customer, normal wear and tear excepted and/or promptly provide Infradapt with reasonable access to Customer's premises in order to recover Infradapt Equipment, upon expiration or termination of this Agreement. Customer shall not make any addition, alteration or remove Infradapt Equipment without the written consent of Infradapt. Failure by Customer to return or facilitate the return of Infradapt Equipment will result in invoice to the Customer for the replacement value amount of the non-recovered Infradapt Equipment.

6.2 Access and Waiver. Customer understands that certain Infradapt Equipment is or may be financed for Infradapt by certain lending institutions and other lenders who may be parties to such agreement (the "Lenders"), including the administrative agent who may act on behalf of the Lenders through a Master Lease Agreement (as amended or modified from time to time). Customer will permit the Lenders and/or its representatives access to inspect or remove the Infradapt Equipment to which it has rights and Customer waives any rights to prevent such removal. Customer hereby agrees that they will not enter into any agreement materially amending or modifying this Agreement in a manner that would adversely affect the interests of Infradapt with not less than thirty (30) days written notice to and written consent of Infradapt.

7. IP Address Ownership. Customer will not acquire any proprietary rights in any IP address or IP address blocks assigned by Infradapt. Infradapt reserves the right to change or remove any and all such IP addresses or IP address blocks. Infradapt will notify Customer 30 days in advance of any such changes. Upon expiration, cancellation or termination of the Agreement, Customer shall relinquish all IP addresses or IP address blocks assigned by Infradapt.

8. Reselling. Unless expressly permitted in a separate reseller agreement with Infradapt, Customer agrees not to directly or indirectly resell the Services to third parties.

9. Customer Data. Customer retains all right, title, and interest in and to "*Customer Data*", defined as all text, pictures, sound, graphics, video and other data supplied by Customer. Customer shall be solely responsible for all Customer Data. Customer grants Infradapt a non-exclusive right and license to use, adapt, display, perform and distribute Customer Data only to the extent necessary so that Infradapt may fully perform the testing and analysis of its Services and its obligations under this Agreement.

10. Customer Responsibilities. Customer will be responsible for maintaining adequate security, including ensuring that precautions are in place to protect user name and password information for Customer's account. Customer shall be responsible for any unauthorized use of any user name, password or Customer account, and Customer shall immediately notify Infradapt in writing if any user name, password, or other account information is lost, stolen, or otherwise compromised. Customer shall upgrade and maintain any Customer-provided equipment ("*Customer Equipment*") as necessary to support the Services and if requested, provide the necessary space, conduit and electrical power required to terminate and maintain the facilities used to provide the Services to Customer.

11. Termination.

11.1 Termination For Cause. Customer or Infradapt may terminate this Carrier Services Attachment for material breach by the other Party upon written notice containing the specific nature and dates of the material breach. The breaching party will have 30 days from receipt of notice to cure such breach, except for nonpayment by Customer, which must be cured in accordance with the provisions of Section 3.2 of this Agreement. If such breach has not been timely cured, then the non-breaching party may immediately terminate this Agreement upon written notice. Should Infradapt terminate this Agreement for material breach by Customer, provisions of section 4.2 will apply. For purposes of this Section, a material breach by Infradapt shall include, but not be limited to, a failure to provide at least 99% availability in three (3) calendar months of any calendar year and for which refunds have been applied under Infradapt's current published Service Level Agreement; A material breach by Infradapt shall NOT include failures or outages of telecommunications carriers (i.e. a T1 from Verizon) even if such were recommended or resold by Infradapt. If a breach described in the preceding sentence occurs, Customer shall have the right to forego termination and request a refund of Service fees commensurate with the lack of availability. Infradapt and Customer shall determine the amount of the refund in good faith, and if the parties agree that a refund is appropriate, the Agreement shall remain in full force and effect.

11.2 Effect of Termination. Upon the date of termination, all of Customer's rights will immediately terminate, and Customer's payment obligations accrued hereunder through the date of termination will become immediately due and payable. The Parties will also return to one another upon request any property. After termination, Infradapt will retain the IP addresses or address blocks assigned by Infradapt.

12. Warranties and Disclaimer.

12.1 Warranties. Infradapt warrants that it will use commercially reasonable efforts to provide the Services described on the "*Products and Services Agreement - Commercial Terms*".

12.2 Disclaimer. Infradapt's services rely upon 3rd party telecommunication and or Internet circuits (i.e. MPLS, T1, DSL, FIOS, cable, etc.) for which Infradapt has no control or responsibility. Except for any service credits provided by Infradapt through its Service Level Agreement ("SLA"), all Services and any Third Party Products are provided to Customer on an "**AS IS**" basis. Infradapt makes no representations or warranties relating to any Services or any Third Party Products including, without limitation, any warranties that (a) the Services or Third Party Products shall meet Customer's requirements, (b) the operation of the Services or Third Party Products will be uninterrupted, error free or secure, or (c) any or all defects in the Services or Third Party Products will be corrected. Customer acknowledges that there are risks inherent in operating computer servers and Internet connectivity that could result in the loss of Customer's privacy, confidential information, and property and that such risks shall be borne solely by Customer. Customer acknowledges that Infradapt exercises no control over and is not responsible for any Customer Data or other information passing through the "*Infradapt Network*", defined as Infradapt's host computers, network hubs and points of presence, or the Internet. Except as expressly provided in section 12.1, Infradapt makes no representations or warranties of any kind under this agreement (including, but not limited to, those with respect to the services, any Infradapt equipment, any associated software or Infradapt network), and specifically disclaims all express or implied warranties, including but not limited to, (1) warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement; (2) regarding the accuracy, reliability, or content of any information obtained, serviced, or received through the services.

12.3 Limitation of Liabilities. IN ALL EVENTS, INFRADAPT'S AGGREGATE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT AND ANY AND ALL CARRIER SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (Y) AMOUNT PAID BY CUSTOMER FOR THE CARRIER SERVICE FOR THE THREE (3) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM, OR (Z) AN AMOUNT EQUAL TO THE MONTHLY FEE APPLICABLE TO THE HOSTING SERVICE FOR THE MONTH IN WHICH THE EVENT(S) GIVING RISE TO THE CLAIM OCCURRED (WHETHER OR NOT SUCH FEE WAS PAID BY CUSTOMER). IN ANY JURISDICTION IN WHICH THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 7.4 ARE RESTRICTED, INFRADAPT 'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12.4 Risk Allocation. The provisions of this Section 12 represent a reasonable allocation of the risks under this Agreement. Infradapt's willingness to enter into this Agreement and provide the Services contemplated by this Agreement reflects this allocation of risk and the limitations of liability specified herein.

13. Indemnification. Customer will defend, indemnify and hold-harmless Infradapt for any and all claims, damages, costs, liabilities, losses and attorneys' fees that Infradapt incurs from any claim arising from the manner in which Customer uses the Services, Customer's combination of the Services with other products or services including those provided by third parties, or Customer's modification of the Services. This obligation will apply without regard to any negligence on the part of Infradapt. Infradapt will promptly notify Customer in writing, of any such claims, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such claims. Customer shall assume the defense of any claim with counsel reasonably satisfactory to Infradapt. Customer shall have the right to settle any claims; provided, however, that to the extent that such settlement obligates or limits Infradapt in any way, then Customer shall not settle such claim without the prior written consent of Infradapt, which consent shall not be unreasonably withheld.

14. Enhanced 911 Services. Customer acknowledges that it has received the Infradapt advisory regarding the circumstances under which E911 services may not be available through the interconnected service it receives and the limitation of the E911 services that are available. Some coverage area of Infradapt Services do not support 911 or E911 calling or 0+ calling (including without limitation collect, third party billing or calling card calling). Our Service also may not support 311, 411, 511 and/or other x11 services in one or more (or all) service areas. Infradapt disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. Infradapt disclaims any and all liability or responsibility for the use and behavior of 911 or e911 calls. Neither Infradapt, LLC nor its officers or employees may be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims or causes of action, arising from or relating to 911 Dialing service unless such claims or causes of action arose from our negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Infradapt, LLC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection to the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, Customer 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. Furthermore, Infradapt Carrier Services are currently not supported in all geographic areas and Customer acknowledges and, by using the Service, Customer agrees that there are some geographic areas where Customer may not be able to place or receive calls, receive or send faxes or otherwise use and enjoy all of the telecommunications functionalities that Infradapt offers.

15. Ownership of Number. Customer understands and agrees that Customer is not the owner of any telephone number assigned to Customer by Infradapt. Ownership of any such phone number is vested solely in Infradapt (who will assign or re-assign such numbers to Customer for Customer use during the term of this Agreement). Customer understands and agrees that (a) Infradapt may from time to time need to change the number assigned to Customer (due to an area code split or for any other reason outside of Infradapt's control) and (b) following the termination of Customer service(s) for any reason Customer will no longer have access to such number. In either case, such phone number may be re-assigned immediately to another customer and Customer agrees that Infradapt will not be liable for damages (including consequential or special damages) arising out of any such re-assignment and Customer hereby waives any claims with respect to any such re-assignment, whether based on contract, tort or other grounds, even if Infradapt has been advised of the possibility of damages. In the event that the Service associated with Customer provided telephone number is being terminated, then Infradapt will, upon Customer written request and through standard porting procedures, allow Customer to move Customer telephone number from Infradapt to an alternate carrier (and will provide the necessary documentation to support this process), provided that (a) the termination of Service is not due to a default; that (b) all fees and charges for the Services, whether or not then due, have been paid in full; and, (c) a \$125 port-away fee is paid to Infradapt.

16. Availability of Equitable Relief. Customer acknowledges and agrees that noncompliance with the terms of this Agreement may cause irreparable injury to Infradapt for which Infradapt will have not an adequate remedy at law, and that Infradapt shall therefore be entitled to apply to a court for extraordinary relief, including but not limited to temporary restraining orders, preliminary injunctions, permanent injunctions, or decrees of specific performance, in each instance without the necessity of posting a bond. Nothing contained in this Section 16 shall prohibit Infradapt from pursuing any other legal or equitable remedy available to it.

17. Flat rate or Unlimited Usage Plans. Customer understands and acknowledges that Infradapt's Flat-Rate or Unlimited plans are designed for regular personal or reasonable professional use only. Prohibited uses include but are not limited to Call Centers, Hotlines, Commercial Answering Services, Commercial Informational Services of any kind, Reservation Desks, Internet Cafes, Fax Broadcast operations, Telemarketing, Dating Services, Calling Card or Virtual Calling Card or Virtual Calling Card uses, and any other communication services or uses requiring particularly heavy voicemail, fax, call handling, or call forwarding operation. Infradapt reserves the right, in its sole discretion and without penalty to Infradapt or its partners, to suspend or terminate any Free, Flat-Rate or Unlimited accounts that are in violation of this clause, as well as the right to charge for unauthorized or excessive use at the prevalent metered plan rates. Additionally, any of Infradapt's service plans may be discontinued or modified at Infradapt's sole discretion at any time without notice and without Infradapt or its partners incurring any liability or penalty even if advised of possibility of damages in advance.