



ICORE NETWORKS, INC. UNIVERSAL TERMS AND CONDITIONS OF SERVICE

The iCore Networks, Inc. Universal Terms and Conditions of Service set forth below (hereinafter referred to as the "Universal Terms and Conditions of Service" or "Agreement") apply to Customer's use of the Service and Equipment (as defined below) provided by iCore Networks, Inc. ("iCore"), as well as Customer's access to the iCore website (the "Website").

CUSTOMER IS ADVISED TO READ SECTION 2(d) CAREFULLY BEFORE USING THE SERVICE. THIS SECTION EXPLAINS THE OPERATION AND LIMITATIONS OF VOIP E911 EMERGENCY CALLS.

1. Definitions. The following definitions apply to this Agreement

"Account" means the account established by Customer for the use of the Service and Equipment.

"Affiliate" means a person or entity, other than iCore, who is engaged by iCore to assist in the sales, marketing, delivery, installation, or operation of iCore's Service and Equipment.

"Customer" or **"you"** or **"your"** means the firm, corporation, or other entity which orders iCore's Service and Equipment, and who is responsible for the payment of charges and for compliance with this Agreement.

"Customer Equipment" refers to Equipment or wiring that Customer acquires from a source other than iCore and use in conjunction with the Service.

"Direct Inward Dialing" or **"DID"** refers to a Service feature that allows callers from the PSTN to directly reach a specific network telephone number or User of the Service.

"E911 Disclosure" means the provisions contained in the Customer Service Order Agreement stating iCore's policies regarding the availability and limitations of E911 Service, as those provisions may be amended from time to time by iCore in its sole discretion.

"Equipment" means equipment or wiring at Customer's location(s) that is directly provided or maintained by iCore and used in conjunction with the Service.

"iCore" means iCore Networks, Inc.

"Internet Protocol" or **"IP"** refers to a standard protocol designed for use in interconnected systems of packet-switched computer communication networks.

"Public Switched Telephone Network" or **"PSTN"** refers to the traditional circuit switched local telephone network, which connects telephone users with each other for the purpose of communications. In common usage, the term PSTN may also include local wireless networks.

"Service" refers to the services provided to Customer by iCore, including voice, data, and all other types of communications services. The individual services are listed in the Customer Service Order Agreement executed by Customer and may be described in detail on the Website.

"Service Activation Date" means the date that iCore determines that Customer is able to originate and terminate voice communications services on the iCore network.

"Software" means the computer programs developed, licensed or acquired by iCore in object or executable -code versions only, licensed by Customer under this Agreement. The Software is for use solely in conjunction with the Service and Equipment on the terms and conditions stated herein. The term "Software" includes updates and patches made available to Customer.

"User" means any person or entity that obtains or uses iCore's Service and/or Equipment provided under this Agreement, regardless of whether such person or entity is authorized by Customer.

"Voice over Internet Protocol" or **"VoIP"** refers to a technology that enables people to use the Internet as the transmission medium for telephone calls by sending voice data in packets using IP rather than by traditional circuit switched technology.

"Website" means the iCore website identified by the domain name www.iCore.com, along with any content set forth therein, as updated from time to time by iCore in its sole discretion.

2. Terms and Conditions.

(a) Acceptance. By ordering, activating, using, or paying for the Service or Equipment, you agree to be bound by this Agreement. iCore reserves the right, with or without notice, to amend or modify these Terms and Conditions of Service, and Customer agrees to be bound by any amendment or modification. The E911 Disclosure is incorporated into this Agreement by reference. Modifications or amendments to the Terms and Conditions of Service shall be effective at the time they are posted on the Website.

(b) Use. Customer is responsible for all use of the Service and Equipment associated with the Account. Customer accepts full responsibility and liability for such use. The Service and Equipment provided under this Agreement may be used for any lawful purpose for which they are technically suited. Customer agrees not to utilize the Service or Equipment for any unlawful purpose. Customer shall not use Services for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law, or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. iCore, in its sole discretion, may terminate Service immediately and without advance notice if Customer violates any of the above restrictions, leaving Customer responsible for the all charges as set forth in Section 3(a).

(c) Fraud. Customer agrees to notify iCore promptly if it becomes aware of any fraudulent or unauthorized use of its Account, Service, or Equipment. iCore shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's Account, and the payment of all charges to Customer's account shall be and remain the responsibility of Customer.

(d) Limitations of E911 Service. By use of the Service and Equipment, Customer acknowledges the limitations of E911 Service as described in the E911 Disclosure, as well as those set forth below. Customer agrees and acknowledges that while some individual services offer access to E911 Service, others may not. Customer is advised to thoroughly understand the Service and the options available. By accepting these Terms and Conditions of Service, Customer acknowledges that it has received the

information regarding the limitations of E911 Services, understands them, and assumes the risks associated with the E911 limitations. iCore may disclose to the FCC that Customer has acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement.

(e) Availability. The Service and Equipment are offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this Agreement

(f) Compatibility. The Service and Equipment may not be compatible with Customer Equipment, and iCore is not required to maintain or repair Customer Equipment, or modify the Service to make it compatible with Customer Equipment.

(g) Right to Suspend. iCore reserves the right to suspend, limit or discontinue offering or providing Service, when necessitated by conditions beyond its control, when Customer or any User is using the Service in violation of the provisions of this Agreement, or when Customer or any User is using the Service in violation of the law.

(h) Limitations of Service and Equipment. Customer or any User may not be able to utilize the Service or Equipment, if: (i) the Equipment or Customer Equipment fails; (ii) the power required to operate Customer or any User's computer, router, or modem, if applicable, fails; (iii) Customer's or any User's computer experiences hardware or software problems and/or viruses; (iv) in situations where iCore is not the Internet service provider, Customer's or any User's Internet service provider fails to provide adequate services for any reason; (v) Customer's or any User's hardware or software is improperly installed; or (vi) Customer or any User is blocked or otherwise unable to access the iCore network. By using the Service and Equipment, Customer and its Users acknowledge that the Service and/or Equipment may be limited in certain circumstances and may not be available 100% of the time. iCore will not be liable for errors in transmission or for failure to establish connections. In addition, Customer acknowledges and agrees that the Service and Equipment may not be compatible with certain fax machines or firewalls.

(i) Rules and Regulations. By using the Service and Equipment, Customer and all of its Users acknowledge that there are certain rules and regulations that may apply to the location from which Customer and its Users are utilizing the Service, and that such rules and regulations may be materially different from jurisdiction to jurisdiction. Customer, on behalf of itself and all Users at Customer's premises agrees to abide by all rules and regulations, including the exportation of data from the U.S. or other applicable jurisdictions.

(j) Required Maintenance. iCore reserves the right to perform maintenance on or upgrade its network, its infrastructure, the Website, the Service and Equipment, and Customer's Account, without prior notice or liability, even if such actions cause a partial or full disruption of the Service; provided, however, and subject to iCore's business needs, iCore will use commercially reasonable efforts to perform maintenance on and upgrades to its network and the Service in a manner so as to avoid unduly interfering with Customer's use of the Service. iCore may, in its sole discretion, add, change or delete features of the Website, features or functionality of the Service and Equipment, or features of Customer's Account.

3. Term and Termination.

(a) Unless otherwise terminated pursuant to this Agreement, the Service is offered for an initial term of service (the "Initial Term") specified in the Customer Service Order Agreement ("Service Order"), which term shall be a minimum of twenty-four (24) months and could be longer depending on the length of term selected by Customer in the Service Order. The Initial Term shall begin on the Service Activation Date and continue until the expiration of the Initial Term. Following the Initial Term, this Agreement shall automatically renew for successive terms that are identical in length to the Initial Term, (each, a "Renewal Term") unless and until either party notifies the other party in writing at least ninety (90) days prior to the end of the Initial Term or any Renewal Term that it does not wish to renew the Service Order. If, during the Initial Term or any Renewal Term, Customer adds any additional stations

to its use of the Service, the amount of Customer's monthly recurring charges shall increase as set forth in the Customer Service Order Agreement and the term for any such additional stations shall be the longer of: (i) a minimum of twelve (12) months from the Service Activation Date for such additional stations; or (ii) the remaining length of the unexpired Initial Term or Renewal Term. To the extent that the term for any such additional stations extends beyond the Initial Term or any Renewal Term, the terms and conditions of this Agreement shall remain in full force and effect with respect to such additional stations until the expiration of the term for such additional stations. If this Agreement is terminated by Customer prior to the expiration of the Initial Term or any Renewal Term and such termination is not due to iCore's breach as set forth in Section 3(a) or if iCore terminates this Agreement pursuant to Section 2(b) or 3(b) due to Customer's breach, Customer shall pay to iCore an early termination charge, which Customer agrees is reasonable, equal to all non-recurring and monthly recurring charges set forth in the Customer Service Order Agreement which would otherwise be due through the end of the Initial Term or Renewal Term in effect at the time, including all applicable taxes and fees. The parties agree that the precise damages resulting from an early termination by Customer or termination by iCore due to Customer's breach are difficult to ascertain and the early termination charge set forth in this Section 3(a) is a reasonable estimate of anticipated actual damages and not a penalty. The early termination charge shall be due and payable within ten (10) days of the effective date of termination.

(b) Termination for Breach. Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other party in the event that the other party (a) materially breaches this Agreement and fails to remedy such material breach within thirty (30) days of receiving such written notice, or (b) becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or if a receiver is appointed over such party's assets. Notwithstanding any other provision of this Agreement, iCore has the right to suspend Service, and terminate this Agreement for Customer's material breach, immediately upon written notice if any amount owed by Customer is delinquent for more than thirty (30) days from the invoice date.

(c) Government or Regulatory Developments. iCore has the right to terminate any Customer Service Order Agreement if, regardless of the cause or reason, iCore cannot legally provide some or all of the Equipment or Services for a period exceeding ten (10) days, including, without limitation, loss of governmental or regulatory authorizations required to provide the Equipment or Services; or, if changes in laws or regulations make the provision of some or all of the Services impracticable or illegal for iCore to install, maintain, or operate any of the Equipment or provide any Service.

4. Limitation of Liability

(a) iCore's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects which occur in the course of installing, furnishing, maintaining, or modifying Service or Equipment or for any other reason, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period during which the faults occurred. In the event that Customer experiences a loss of service due to iCore's fault, negligence, act, error, or omission, iCore will provide Customer with a credit on a pro-rata basis for the period of time that the Service was unavailable to Customer. In order to receive a credit, Customer will need to provide iCore written notice within ten (10) days of the service interruption and the credit will be applied to a future Customer invoice.

(b) iCore shall not be liable for any claim or loss, expense, or damage, including indirect, special, punitive, or consequential damage, for any interruption, delay, error, omission, or defect in the Service or Equipment provided under this Agreement, if caused by any person or entity other than iCore; by any malfunction of any service, equipment, or facility provided by any other service provider; by any act of God, fire, war, threat of terrorism, civil disturbance, or act of government; or by any other cause beyond iCore's direct control.

(c) iCore shall not be liable for, and it, and its directors, officers, employees, and contractors, shall be fully indemnified, protected, and held harmless by Customer against any claim or loss, expense, or damage including, without limitation, any indirect, special, punitive, or consequential damage, for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by iCore under this Agreement; or for any act or omission by Customer or any User; or for any personal injury, property damage or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of Equipment or Customer Equipment; or failure or inability to access E911 Service or any emergency service.

(d) IN NO EVENT WILL iCORE, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, EXPENSE, OR DAMAGE DUE TO LOSS OF REVENUES, PROFITS, SAVINGS, BUSINESS, OR GOODWILL, NOR WILL iCORE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY EXEMPLARY, PROXIMATE, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

(e) NOTWITHSTANDING ANY PROVISION IN THESE UNIVERSAL TERMS AND CONDITIONS OF SERVICE OR ANY CUSTOMER SERVICE ORDER AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL iCORE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS, BE LIABLE TO CUSTOMER OR ANY USER OF THE SERVICE AND/OR EQUIPMENT DUE TO THE INABILITY OF CUSTOMER, ANY USER, OR ANY OTHER PERSON OR PARTY TO BE ABLE TO DIAL 911 OR ACCESS 911 EMERGENCY PERSONNEL THROUGH SERVICES PROVIDED BY iCORE; OR iCORE'S SUSPENSION OR TERMINATION OF SERVICES IN ACCORDANCE WITH THESE UNIVERSAL TERMS AND CONDITIONS OF SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION 4 APPLY TO ALL CLAIMS AND ALLEGATIONS WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY.

(f) In no event shall iCore's total aggregate liability to Customer, including, without limitation, liability to any User, person, or persons whose claim or claims are based on or derived from a right or rights claimed by Customer or to any third parties for any and all claims arising from or relating to any Customer service order or these Universal Terms and Conditions of Service, in contract, tort, or otherwise, exceed the aggregate amount of charges paid by Customer to iCore under such Customer service order during the six (6) month period immediately preceding the date of the occurrence of the event giving rise to the claim. iCore shall have no liability whatsoever for any damage to, or loss of, any equipment or other property under the care, custody or control of Customer unless caused by iCore's gross negligence or willful misconduct, in which case iCore's maximum liability is set forth above in this Section.

(g) Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation set forth in this section may not apply to Customer.

(h) No action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action has arisen.

5. No Warranty.

THE EQUIPMENT AND SERVICE ARE PROVIDED BY iCORE ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE EQUIPMENT AND SERVICE ARE AT CUSTOMER'S OWN RISK. OTHER THAN THE THIRD PARTY MANUFACTURERS' WARRANTIES THAT MAY BE APPLICABLE TO THE EQUIPMENT, iCORE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE,

DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR EQUIPMENT THAT ARE THE SUBJECT OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, iCORE MAKES NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION, WHETHER EXPRESS OR IMPLIED. iCORE MAKES NO WARRANTY THAT THE SERVICE OR EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE. iCORE DOES NOT WARRANT THAT ANY SERVICE WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE NETWORK WILL HAVE THE CAPACITY TO MEET THE DEMAND OF USERS DURING SPECIFIC HOURS. CUSTOMER MAY BE UNABLE TO ACCESS THE NETWORK AT ANY TIME AND DISCONNECTION FROM THE NETWORK MAY OCCUR FROM TIME TO TIME.

6. Equipment.

Customer is responsible for all costs at its premises, including but not limited to personnel, wiring, computer equipment, Internet access (in situations where iCore is not the Internet service provider), electrical power, and the like, incurred in the use of the Service and any Equipment.

7. Software.

(a) **License.** iCore hereby grants Customer a non-exclusive, non-assignable, non-sublicensable, non-transferable, revocable, limited license (or sub-license) to install and use the Software in object code form only (without making any modification) solely on Customer's computer(s) and in conjunction with Customer's use of the Service or Equipment. The term "Software" shall mean the computer programs developed, licensed or acquired by iCore in object or executable code versions only, licensed by you under this Agreement. The term "Software" includes updates and patches made available to Customer.

(b) **Restrictions.** iCore or its licensor retains all right, title, and interest in and to the Software and accompanying documentation, and any rights not expressly granted to Customer, are herein reserved by iCore. Customer shall not copy, reverse engineer, disassemble, decompile, or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent (if at all) expressly permitted under any applicable law. If applicable law expressly permits such activities, any information so discovered or derived shall be deemed to be the confidential proprietary information of iCore and must be promptly disclosed by Customer to iCore. Any attempt to transfer any of the rights, duties or obligations hereunder is void. Customer may not rent, lease or loan the Software. Customer may not reproduce, distribute, publicly perform, publicly display or create derivative works of or based on the Software or any part thereof.

(c) **No Warranty.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE SOFTWARE IS AT CUSTOMER'S SOLE RISK. THE SOFTWARE (AND TECHNICAL SUPPORT, IF ANY) IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, iCORE AND ANY APPLICABLE LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. iCORE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, iCORE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

(d) **Termination.** Upon termination of this Agreement for any reason whatsoever, Customer shall delete or destroy all copies of the Software in its possession or control and, if requested, provide iCore evidence in writing that Customer has done so.

(e) **Third Party Software.** The Software incorporates certain components licensed by iCore from third parties. You agree that

you will not use the third party components except in conjunction with use of the Software and the Service.

8. Software.

(a) Privacy Policy. iCore's Privacy Policy governs the manner in which iCore agrees to use and, if applicable, disclose Customer's Personal Information (as defined in the Privacy Policy). iCore recommends that you read and understand the Privacy Policy. The Privacy Policy, which is incorporated by reference herein, is available on the Website.

(b) Third-Party Networks. iCore utilizes the public Internet and third-party networks in conjunction with its provision of the Service and the Website. iCore makes no representation that the Internet or any third-party network will adequately protect the privacy of Customer's or any User's Personal Information, and iCore expressly denies any liability associated therewith.

(c) Monitoring. Consistent with the Privacy Policy and applicable laws, iCore may monitor Customer's Account and Customer's and Users' use of the Service.

(d) Emergency. Customer authorizes iCore to disclose Personal Information in the event its business is at risk or in an emergency.

9. Financial Terms.

(a) Prices and Charges. In addition to paying for all applicable non-recurring and professional services charges, Customer shall, throughout the Initial Term and any Renewal Term, pay the monthly recurring charges set forth in the Customer Service Order Agreement. All such monthly recurring charges shall apply irrespective of whether Customer decreases, abandons, and/or cancels the number of stations that use the Service during such the Initial Term or any Renewal Term. iCore may increase, decrease, change or modify any of its rates for any Service at any time; provided, however, that such changes shall not be effective until at least thirty (30) days after written notice is given to Customer. Notwithstanding Section 3(a), if iCore increases the rate to be paid for any Service, Customer shall be permitted to terminate any or all of the Service(s) provided by iCore, without incurring an early termination charge, if Customer gives iCore written notice of termination within thirty (30) days of receipt of iCore's notification of any rate increase. If Customer elects to terminate Service in accordance with this Section 9(a), Customer shall remain liable for any accrued charges owed prior to the effective date of termination. If Customer fails to give written notice of termination within thirty (30) days of receipt of iCore's written notice of a rate increase, Customer shall be deemed to have accepted the rate increase, waived its right to terminate, and this Agreement shall remain in full force and effect.

(b) Taxes and Fees.

(i) Taxes. Federal, state, local, county, municipal, and other government or regulatory agencies may assess taxes, including, without limitation, excise, franchise, sales, value-added, use, personal and real property taxes, surcharges and/or fees ("Taxes") on Customer's purchase and/or use of the Service and/or Equipment. These Taxes may change from time to time, with or without notice to Customer. Customer is responsible for the payment of all applicable Taxes now in force or enacted in the future. Such amounts are in addition to the charges paid for the Service and Equipment. If Customer is exempt from any or all Taxes, it must provide iCore with an original certificate that satisfies applicable legal requirements attesting to its tax exempt status. Tax exemption shall only apply from and after the date that iCore receives such certificate.

(ii) Fees. In addition to any Taxes imposed by governments or regulatory agencies, iCore reserves the right to charge or increase various fees ("Fees"), including, without limitation, activation fees, E911 Service fees, and regulatory recovery fees. Any imposition of or increase in Fees that are imposed by a government or regulatory agency or that are intended to recover costs associated with government or regulatory programs may, in iCore's sole discretion, be effective immediately upon posting to the

Website. The imposition of or increase in any Fees shall not constitute a rate increase as described in Section 9(a) and shall not give Customer a right to terminate this Agreement or any Service Order pursuant to Section 9(a).

(c) Billing and Payment.

(i) Payment. All iCore invoices are due upon receipt and all payments must be made in U.S. currency. Customer shall pay monthly recurring charges for any partial month during the Initial Term or any Renewals Term on a pro rata basis. Customer is solely responsible for any and all charges incurred as the result of the use of the Service associated with its Account, whether or not such charges were authorized or intended. iCore may suspend, restrict, or cancel use of the Service and Equipment, if Customer does not make full payment of all billed charges by the due date. Any amounts not paid to iCore within thirty (30) days of the date of the applicable invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. Customer shall also reimburse iCore for reasonable attorneys' fees and other costs associated with collecting delinquent payments or with Customer's breach of this Agreement. Customer shall be responsible for all sales, use, value added or other tax or duty arising from or related to this Agreement and the provision of Services and Equipment, except for taxes on iCore's net income.

(ii) Invoice and Statement Periods, Format and Delivery.

Billing periods and invoice formats may vary. iCore reserves the right to change the billing period, invoice format, or method of delivery from time to time, with or without notice to Customer. Unless otherwise agreed, all invoices shall be delivered electronically via the email address on file for Customer's Account. Customer is obligated to keep its Account information accurate and current. An incorrect or obsolete email address shall not release Customer from any of its payment obligations.

(iii) Methods of Payment. In its sole discretion and in limited instances, iCore reserves the right to accept payment by credit card. Customer acknowledges and agrees that all credit card payments are subject to a credit card processing fee of \$25 and a charge of 0.40% of the amount due. In situations where iCore agrees to accept payment by credit card, iCore reserves the right to discontinue acceptance of payment by credit card at any time.

(iv) Prepayment. Unless otherwise specified, all monthly recurring charges for Service and Equipment will be billed and paid one calendar month in advance. iCore has the right to bill and Customer shall pay for all non-recurring and professional services plus applicable taxes prior to the Service Activation Date. All usage and related charges will be billed and paid in arrears as and when they are incurred and remain subject to the payment terms set forth in this Agreement.

(v) Billing Disputes. If Customer believes that it has been charged in error, or if Customer believes that it is due a credit or refund, Customer must notify iCore in writing within thirty (30) days after delivery of Customer's invoice. Any billing disputes must be in writing, include a detailed statement describing the nature and amount of the disputed charge(s) and the reason(s) why a credit or refund is being requested, and sent via certified or overnight mail, return receipt requested, to the attention of:

Billing Department
iCore Networks, Inc.
7927 Jones Branch Drive, Suite 100N
McLean, Virginia 22102

Customer shall cooperate fully with iCore to promptly address and attempt to resolve the dispute charge(s). If Customer fails to provide written notice of dispute within the enumerated thirty (30) day deadline, the charges and invoice will be considered correct and binding on Customer. Irrespective of the foregoing, Customer shall pay the undisputed portion of all invoices in a timely manner in accordance with the payment terms set forth in this Agreement.

(d) Service Suspension, Termination and Restoration. iCore may suspend or terminate Customer's Service, and may terminate this Agreement, if Customer fails to meet any or all of its payment

obligations. If Customer's Service has been suspended or terminated, iCore may, at its sole option, choose to restore or re-establish Customer's Service prior to the payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of iCore's right to receive full payment for all charges due or as a waiver of any rights to suspend or disconnect Service for non-payment of any such charges due and unpaid or for the violation of any provision of these Terms and Conditions of Service; nor shall the failure to suspend or disconnect Service for non-payment of any past due Account or Accounts operate as a waiver or estoppel to suspend or disconnect Service for non-payment of such Account or of any other past due Account. If Service is suspended for non-payment of charges, it will be restored when appropriate payments are made and at iCore's discretion. Customer acknowledges and agrees that all accounts will be assessed a reconnection fee of \$100 prior to restoration or re-establishment of Customer's Service.

(e) Authorization to Verify Credit Rating. Customer agrees to supply iCore with the information necessary to verify Customer's credit rating prior to providing Customer with access to any Service or Equipment. iCore may also, during the term of this Agreement, update its information regarding Customer's credit rating without notice to Customer.

(f) Deposit. If iCore determines, prior to providing Customer with access to any Service or Equipment, or during the term of this Agreement, that it requires a deposit to ensure Customer's payment, Customer may be required to provide a deposit. In the event iCore requires a deposit, the deposit will be held and applied as required by law. iCore may apply Customer's deposit to past due obligations, and any fees or other assessments to Customer's Account without notice to Customer.

10. Trademarks.

You agree not to use any of iCore's trade names, trademarks, service marks or logos without iCore's express written consent.

11. Service Disconnection.

iCore reserves the right to terminate the Service or Customer's use of the Equipment in the event Customer or any User is in violation of this Agreement. iCore may be required by law to interrupt the service in the event it causes interference to other parties or equipment.

12. Indemnification.

(a) iCore shall protect, indemnify, defend and hold harmless Customer, its officers, directors, employees, agents, and contractors, from and against any and all losses, damages, liabilities, penalties, fines, costs and expenses, including reasonable attorneys' fees, incurred by Customer, arising from or relating to, any gross negligence or willful misconduct of iCore while at Customer's physical location(s) or iCore's material breach of any representations and warranties made in this Agreement.

(b) Customer shall protect, indemnify, defend and hold harmless iCore, its officers, directors, employees, agents, and contractors, from and against any and all losses, damages, liabilities, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by iCore, arising from or relating to: (i) any act, error, omission, fault, negligence or misconduct of Customer or any persons on Customer's premises other than iCore employees or iCore-authorized contractors; (ii) any breach by Customer of any term or condition of any Customer Service Order or this Agreement or Customer's breach of any warranty, representation or covenant in any Customer Service Order or this Agreement; (iii) any claim by any employee or invitee of Customer or User other than a claim based on the gross negligence or willful misconduct of iCore; (iv) any claim by any customer of Customer, User, or any other third party relating to, or arising from, Customer's use of services or the Services, Equipment or Software; or (v) violation of any law or regulation by Customer, any Customer employee, or any User.

13. Confidentiality.

(a) Each party (a "Receiving Party") acknowledges that it and its employees, contractors, or agents may, in the course of satisfying its obligations hereunder, be exposed to or acquire information which is proprietary or confidential to the other party (a "Disclosing Party"). Any and all information in any form obtained by a Receiving Party or its employees, contractors, or agents in the performance of the Services or the satisfaction of such party's obligations hereunder, including but not limited to the financial terms of this Agreement, product and business plans, unpublished financial information, trade secrets, know-how and information regarding processes, shall be deemed to be the confidential and proprietary information ("Confidential Information") of the Disclosing Party. The Receiving Party agrees (a) to hold all Confidential Information in strict confidence; (b) to disclose Confidential Information only to employees and/or contractors of the Receiving Party who have a need to know such Confidential Information and who are advised to hold such Confidential Information in strict confidence; and (c) not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties, or to use such Confidential Information for any purposes whatsoever other than in connection with the Receiving Party's performance under this Agreement.

(b) Confidential Information shall exclude all information, which (a) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of the other party, its employees, contractors, or agents; (b) was in the other party's possession as shown by written records prior to the disclosure and had not been obtained by such party either directly or indirectly from the Disclosing Party; (c) is hereafter disclosed to the other party by a third party who did not acquire the information directly or indirectly from the Disclosing Party hereunder; (d) was independently developed by the other party without use of the Confidential Information, as evidenced by written records; or (e) was required by law to be disclosed, but only to the extent and for the purposes of such required disclosure.

14. Dispute Resolution.

(a) Arbitration. In the event of any controversy or claim arising from or related to this Agreement, its performance or interpretation, the parties, in good faith, will initially attempt to resolve the dispute between them. Failing such resolution, the dispute will be settled by binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association ("AAA Rules"), and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The location of the arbitration shall be in Fairfax County, Virginia. The cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its case. The arbitrator(s) are not empowered to award damages in excess of direct compensatory damages and shall not be authorized to award special, indirect, punitive, or consequential damages, and each party irrevocably waives any damages in excess of direct compensatory damages.

(b) Action to Collect Charges. Notwithstanding the above, iCore shall be entitled to receive attorneys' fees and costs in the event it is required to institute an action to collect any amounts owed for Service or Equipment under this Agreement. In the event iCore is required to initiate such an action, it shall not be limited to arbitration but may bring the action in civil court.

15. Governing Law and Dispute Resolution.

(a) This Agreement and the terms of any Customer Service Order Agreement(s) and any addendum thereto, shall be governed by and enforced according to the laws of the Commonwealth of Virginia without giving effect to any of its rules of conflicts of laws. The parties hereby agree that any disputes, controversies, claims or collection efforts regarding Customer's failure to pay any charges, amounts or fees invoiced to Customer may be brought in the state and federal courts in Fairfax County, Virginia. The parties hereby consent and submit to the in jurisdiction of such courts. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the

courts identified above and is not otherwise subject to the arbitration requirements below.

(b) Excluding disputes, controversies, claims or collection efforts regarding Customer's failure to pay any charges, amounts or fees invoiced to Customer, any and all disputes, controversies and claims arising out of or relating to this Agreement or any Customer Service Order Agreement(s), including its/their validity, shall be settled and determined by arbitration conducted in Fairfax County, Virginia, before one (1) arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures then in effect of the American Arbitration Association. The arbitrator's award shall be final and binding on the parties, and judgment confirming such arbitration award may be entered thereon in any court having jurisdiction over such proceedings. Each party shall bear its own costs and expenses of preparing and presenting its case and shall bear an equal share of the expenses and fees with respect to the arbitration. The arbitrator(s) shall not be empowered to award damages in excess of direct compensatory damages and shall not be authorized to award special, indirect, punitive, incidental, or consequential damages, and each party irrevocably waives any damages in excess of direct compensatory damages.

16. Severability.

This Agreement is made subject to all present and future valid orders and regulations of any regulatory body having jurisdiction over the subject matter hereof and to the laws of the United States of America, any of its states, or any foreign governmental agency having jurisdiction. In the event this Agreement, or any of its provisions, shall be found contrary to or in conflict with any such order, rule, regulation, or law, this Agreement shall be deemed modified to the extent necessary to comply with any such order, rule, regulation or law, provided that such modification is consistent with the form, intent and purpose of this Agreement. If any provision of this Agreement or part thereof is stricken in accordance with this section, then the stricken provision shall be replaced, to the extent possible, with the a legal, enforceable, and valid provision that is as similar to the stricken provision as is legally possible.

17. Notice.

(a) To you: In the event iCore is required to provide Customer with notice under this Agreement, it will provide electronic notice to the e-mail address on file. In the event that Customer changes its e-mail address, Customer shall advise iCore immediately in writing. By Customer's acceptance of these Terms and Conditions of Service, Customer agrees to electronic delivery of all required notifications, unless otherwise provided for herein.

(b) To us: Unless expressly stated otherwise in this Agreement, in the event Customer is required or desires to provide iCore with notice, all correspondence should be sent to the following address:

Controller
iCore Networks, Inc.
7927 Jones Branch Drive, Suite 100N
McLean, Virginia 22102

18. Waiver.

The failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision of this Agreement.

19. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and any User who uses the Services under Customer's Account.

20. Assignment.

Customer shall not assign any of its rights or obligations under this Agreement, or transfer ownership of the Account or any Service or Equipment, without iCore's prior written consent.

21. Amendment.

iCore reserves the right, with or without notice, to amend or modify these Universal Terms and Conditions of Service, and Customer agrees to be bound by any amendment or modification. Except as stated above in this Section 21 and subject to the terms and conditions of this Agreement, this Agreement may not be amended by Customer except by a written document executed by both parties.

22. Merger.

This Agreement, along with the Customer Service Order Agreement(s), supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities, covenants, and all inducements to the making of this Agreement relied upon by either party, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

23. Independent Contractors.

iCore and Customer are independent contractors and any Customer Service Order(s) and this Agreement do not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent,

24. Basis of Bargain; Failure of Essential Purpose.

Customer acknowledges and agrees that iCore has established its prices and entered into one or more Customer Service Order Agreements in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in these Universal Terms and Conditions of Service are an essential basis of the bargain between the parties and are material terms of this Agreement. The parties agree that the limitations and exclusions of liability and disclaimers specified in these Universal Terms and Conditions of Service will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of these Universal Terms and Conditions of Service by reason of such failure.

25. Third Party Beneficiaries.

iCore may use or rely on one or more licensors, service providers, and/or equipment providers or equipment lessor whose products equipment, and/or services are incorporated into, provided in conjunction with, or licensed with, the Services, Software, and/or Equipment provided by iCore, and each such licensor, service provider, equipment provider and equipment lessor is expressly made a third party beneficiary under the applicable Customer Service Order Agreement(s) and this Agreement. Such licensor, service provider, equipment provider, and equipment lessor shall have the right to enforce the terms and conditions of the Customer Service Order(s) and this Agreement respecting any terms affecting such licensor, service provider, equipment provider, or equipment lessor as if such person, company, or entity were a party to the Customer Service Order(s) and/or this Agreement.