

TotalVoice Master Services Agreement

This TotalVoice Master Services Agreement (the "Agreement") is made as of Customer Order request, by and between: BTS Technologies, a Delaware Corporation with offices at 311 W Valley Ave Birmingham, AL 35209, ("we," "us" or "BTS"), and Customer. By executing the TotalVoice or BTS SIP Trunk Service Quote, you acknowledge that you have read, understood, and agree to the terms and conditions of this Agreement, and are issuing an Order for service.

SECTION 1. DELIVERY OF SERVICE

1.1 Submission of Customer Order(s) To order any Service, Customer must submit to BTS a Customer Order requesting Service. The Customer Order and its backup detail must include a description of the Service, the non-recurring charges and monthly recurring charges for Service.

1.2 Customer-Provided Equipment BTS shall not be responsible for the operation or maintenance of any Customer-provided end-user client communication equipment. BTS undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to any Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

1.3 Customer Support BTS provides service and configuration support to the Customer for the services provided. BTS will not be responsible nor provide support for issues caused by Customers' internal network or internet service. Standard support hours are provided M-F from 8am - 5pm central time excluding company holidays. Emergency support will be provided outside of these hours at BTS' discretion.

1.4 Scheduled Maintenance Scheduled maintenance of the telecom network will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage BTS will exercise commercially reasonable efforts to (i) provide Customer with seven (7) days prior notice of such scheduled maintenance, (ii) work with Customer in good faith to attempt to minimize any disruption in Customer's services that may be caused by such scheduled maintenance, and (iii) to perform such scheduled maintenance during the non-peak hours of 12:00 a.m. (midnight) until 6:00 a.m. local time.

SECTION 2. BILLING AND PAYMENT

2.1 Commencement of Billing Upon the date of installation and testing of the Service ordered in any Customer Order, BTS will commence billing the Customer for the services ordered. Ported numbers will commence billing on the actual due date of the number port.

2.2 Charges The Customer Order will set forth the applicable non-recurring charges and recurring charges for the Service which charges shall be consistent with any fees or pricing terms that may be specifically set forth on the applicable Service Schedule for such Service. Unless otherwise expressly specified in the Customer Order, all pricing includes an automatic ACH-payment discount. If any other payment method is required the automatic ACH-payment discount may not apply. Unless otherwise expressly specified in the Customer Order, all non-recurring charges shall be invoiced by BTS to Customer upon the Service Commencement Date.

2.3 Payment of Invoices Invoices are delivered monthly. BTS bills in advance for Service to be provided during the Upcoming month, except for charges that are dependent upon usage of Service, which are billed in arrears. Billing for partial months is prorated based on a calendar month. All invoices are due thirty (30) days after the date of invoice. Unless otherwise specified on the invoice, all payments shall be due and payable in U.S. Dollars. Past due amounts bear Interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.

SECTION 3. GENERAL TERMS

3.1 Term This agreement will commence upon acceptance by BTS and will remain in full force and effect for a period as indicated on the TotalVoice Quote. After the initial term, this agreement shall automatically renew on a month-by-month basis until terminated by either party with written notice ninety 90 days prior to the renewal date.

3.2 Termination/Cancellation This agreement may be cancelled by BTS with a ninety (90) day written notice. Customer understands that upon termination of this contract BTS may cease to provide Services to Customer and Customer's end-user clients.

3.3 Force Majeure Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event"). In the event BTS is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay BTS for the affected Service for so long as BTS is unable to deliver the affected Service.

3.4 Acceptable Use Policy Customer's use of Service shall comply with BTS's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time and which are also available through BTS's web site at www.askbts.com/pdf/bts-acceptable-use-policy.pdf. BTS will notify Customer of complaints received by BTS regarding each incident of alleged violation of BTS's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that It will promptly investigate all such complaints and take all, necessary actions to remedy any actual violations of BTS's Acceptable Use Policy.

3.5 Contents of Communications. BTS shall have no liability or responsibility for the content of any communications transmitted via the Service (except for content solely created by BTS), and Customer shall defend, indemnify and hold BTS harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customers use of Service.

3.6 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer incurred respecting the Service. In the case of usage-based Services, Customer is responsible for all usage charges even if incurred as the result of fraudulent or unauthorized use of Service; except that Customer shall not be responsible for fraudulent or unauthorized use by BTS or its employees.

3.7 Disclaimer of Warranties. BTS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW. STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE SCHEDULE.

3.8 Service Schedule. All Service Schedules, whether attached hereto or executed between the parties after the Effective Date, are integral parts hereof and are hereby made a part of this Agreement. In the event that Customer desires to add additional Services offered by BTS after the Effective Date, then the parties shall negotiate the terms of a Service Schedule for such Service, but Customer shall not be bound to the terms of any additional Service Schedule unless both it and BTS have so agreed to the new Service Schedule in writing.

3.9 Order of Precedence. In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Schedule, (2) this Agreement, and (3) the Customer Order.

3.10 Relationship of the Parties. The relationship between Customer and BTS shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

3.11 Entire Agreement. This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect. The Service Schedules attached hereto are listed below:

TotalVoice Services Schedule

BTS TOTALVOICE SERVICE

1. Service Description BTS TotalVoice Service is a Voice-Over-IP (VoIP) business telephone service which provides local telephone service, PBX type calling features and enhanced messaging capabilities. BTS will provide Customer with local connectivity to the Public Switched Telephone Network (PSTN) and will deliver voice traffic to Customer through a net protocol conversion to an IP format via Session Initiation Protocol ("SIP") signaling using G711 or G-729A voice encoding.
 - (A) Telephone Numbers (TN's) BTS shall only provide Customer with the dedicated TN's or ports ordered by Customer and accepted by BTS. BTS will exercise commercially reasonable efforts to gain access to telephone number quantities to support the Service as specified by the Customer, but BTS does not guarantee telephone number availability. BTS may, upon ten (10) days' prior written notice, reclaim any TN's provided by BTS to Customer hereunder that have not been used by Customer in connection with any BTS Hosted Business Service within the immediately preceding one hundred and twenty (120) day period. No refunds shall be made to Customer regarding reclaimed TN's.
 - (B) Customer Premise Equipment ("CPE") At times BTS will install equipment at the Customer premise in order to provide a complete service. BTS will retain ownership of this equipment. Customer agrees to keep and give access to BTS all BTS-owned equipment at Customer's location in a reasonable operational environment, including without limitation the provision of reasonable lighting, HVAC, security, custodial services, and all minimum requirements set forth in any applicable Services Schedule. CPE purchased by the customer from an entity other than BTS shall be the customer's sole responsibility.
 - (C) Long Distance Services BTS will include an allotment of outbound domestic long distance calling subject to the limitations and usage requirements described below. Charges for international long-distance calling will be billed at the then current service rates reflected at www.askbts.com/international-long-distance-rates.aspx.

In addition:

1. Long Distance & International Operator Services (intrastate and interstate); Dial "00" Long Distance and International Operator Services (intrastate and interstate); Dial "00;" and Long-Distance Directory Assistance (411 or NPA 555-1212) will be charged at the then current service rates.
 2. Conference Calling charges will be billed at then-current service rates.
 3. Unlimited US & Canada Long Distance subject to BTS' acceptable use policy at www.askbts.com/pdf/bts-acceptable-use-policy.pdf.
2. Charges. BTS will Invoice Customer, and Customer agrees to pay BTS, the following charges for all BTS Local Service provided by BTS to Customer:
 - (A) a non-recurring charge per seat or TN as described in Exhibit A
 - (B) a monthly recurring charge per seat or TN as described in Exhibit A,
 - (C) a monthly recurring charge for long distance minutes not included in a package allotment as described in Exhibit A, and
 - (D) monthly recurring charges for optional enhanced services as described in Exhibit A, or as otherwise agreed between the parties in writing. In addition to the foregoing, Customer may be obligated to pay additional charges as more particularly described in Exhibit A hereto.
- 2.1 Surcharges. The BTS Hosted Business Service rates are net of any applicable origination charges by third party payphone providers. BTS will pass these surcharges through to Customer and Customer shall be responsible for payment of all such surcharges.
- 2.2 Porting. In the event Customer elects to port any TN (a "Porting Number") currently supported by BTS Hosted Business Service ordered by Customer under the terms of this Service Schedule, Customer agrees that until such time as the Porting Number is fully ported and no further traffic for such Porting Number traverses the BTS network, Customer shall remain bound by the terms of this Service Schedule and the Agreement (including, without limitation, Customer's obligation to pay for the applicable BTS Hosted Business Service) for any and all traffic which remains on the Porting Number.

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3. E911 Disclosure Requirements: Customer understands the following about E911 service
- A. may not be available during an electrical power outage affecting the Service location;
 - B. will not be available if Customer's broadband connection service has been disrupted and not restored;
 - C. will not be available if Service has been discontinued for any reason, including Customer nonpayment;
 - D. may not be available at locations other than the location for which a Service address has been furnished to BTS;
 - E. may not be available or may be routed to emergency personnel unable to respond, if Customer has disabled or damaged Integrated Access Device or removed it to a location other than one for which a Service address has been provided to BTS; or
 - F. may be delayed or unavailable due to network congestion or other problems affecting the network. Customer is strongly encouraged to acquire and maintain alternative means of accessing E911 or other emergency response
4. Call Monitoring Customer understands that VOIP calls may be captured and monitored for troubleshooting purposes. A review of call captures and recordings will be done only when requested on specific telephone numbers and only by authorized BTS technical staff for the purposes of troubleshooting.
5. Service Levels.
- (A) Service Availability Service Level. The Availability Service Level for BTS Hosted Business Service is 99.99% The BTS Hosted Business Service is considered unavailable if such Service is unable to send and receive calls for reasons other than a force majeure event. In the event that the BTS TotalVoice Hosted Business Service becomes unavailable for reasons other than a force majeure event, Customer will be entitled to a service credit off of the monthly recurring charges associated with the affected BTS Hosted Business Service based on the cumulative unavailability of the affected BTS Service in a given calendar month as set forth in the following table:

Cumulative Unavailability	Service Level Credit
1 to 4 Hours	1 Day
4 Hours to 8 Hours	2 Days
Each Additional 8 Hours	1 Day
Maximum Service Level Credit	30 Days

EXHIBIT A - TO TOTALVOICE MASTER SERVICES AGREEMENT

BTS TOTALVOICE SERVICE

SERVICE DESCRIPTION	MONTHLY RECURRING	NRC/ INSTALLATION
Total Voice PBX Business Service		
IP Station Line Includes: Direct Inward Dial (DID) Telephone Number, Unified Messaging (Voicemail to email), Business Group Functionality, Unlimited Local and Interstate/Intrastate Long Distance (US & Canada) Standard Feature Set (see page 8)	\$24.95 per seat	\$24.95 per line/seat
Virtual Telephone Number - Main Listed Number Includes: Automated Attendant, Incoming Call Manager/Time of Day Routing, Directory Assistance, CNUM/CNAM	\$5.95	\$9.95
E911 National Service – per location	\$3.00	\$9.95
IFAX (inbound only)	\$10.00	\$9.95
Hosted Fax Service (per DID/User)	\$12.00	\$14.95
Music on Hold – Custom (charged per customer/business group)	\$5.00	\$24.95
ATA Analog Line (for analog devices)	\$16.00	\$24.95
ATA for Paging	\$10.00	\$24.95
Toll Free Numbers - usage charged at \$0.04 per minute	\$1.00 each	\$9.95
Premium Automated Attendant	\$20.00	\$10.00
1+ US & Canada Long Distance Overage (if total allotted minutes exceeded)	Unlimited	
Toll-Free Usage .04 per minute	.02	
Accession Desktop and Mobile (per seat – up to 4 devices)	\$2.00	\$4.95
ACD Call Center Agent – per seat	\$12.00	\$49.95
ACD Supervisor	\$12.00	\$49.95
Total Voice SIP Trunks		
SIP Trunk – (sold in minimum quantities of 2 per customer)	\$25.00	\$24.95
DID Numbers – National	\$.50 each	\$1.00

ADDITIONAL SERVICES

SERVICE DESCRIPTION	MONTHLY RECURRING	NON-RECURRING/ INSTALLATION
Call Recording (per seat)	\$7.00	\$14.95
Accession Desktop & Mobile with Business SMS	\$5.00	\$9.95
Advanced UC Package (Accession Desktop & Mobile, Speech to Text, Business SMS)	\$6.00	\$12.95
Speech to Text – per seat	\$3.00	\$4.95
Voice Operator Panel (PC Attendant Console)	\$36.00	\$49.95
Audio Conferencing (off net minute of use)	\$.04 per Off Net leg	n/a
Audio Conferencing Moderator Codes (per admin user)	\$.50 each	\$4.95
Call Logs – Automated Email	\$10.00	\$49.95
Mass Announcement Service	\$10.00	\$99.95
Firebar	\$60.00	\$99.95
Custom Caller ID Outpulse (per Business Group)	\$30.00	\$49.95
Easy Auto Attendant (if more than one per customer)	\$10.00	\$49.95
Voicemail (if exceeds number of seats)	\$6.00	\$9.95
Directory Assistance Calls	\$1.70 per call	n/a
Accession Meeting Integrated (4 maximum concurrent participants)	\$20.95	\$24.95
Accession Meeting Integrated (100 maximum concurrent participants)	\$34.95	\$29.95
Accession Meeting Standalone (4 maximum concurrent participants)	\$20.95	\$24.95
Accession Meeting Standalone (50 maximum concurrent participants)	\$34.95	\$29.95
Click to Dial	\$2.00 (per seat)	\$149.95 (per customer)
CRM Integration	\$6.00 (per seat)	\$495.00 (per customer)
Salesforce CRM Integration	\$12.00 (per seat)	\$495.00 (per customer)
Telax Hosted Call Center		
Telax Hosted Contact Center – Silver	\$39.00	\$70.00
Telax Hosted Contact Center - Gold	\$67.00	\$70.00
Telax Hosted Contact Center - Platinum	\$126.00	\$131.00

ADDITIONAL SERVICES CONTINUED

SERVICE DESCRIPTION	MONTHLY RECURRING	NON-RECURRING/ INSTALLATION
Local Number Porting (1-49 Numbers per order)	n/a	\$4.95
Local Number Porting (50+ Numbers per order)	n/a	\$2.95
LNP Sup Charge (72 hours or more before FOC)	n/a	\$50.00
LNP Sup Charge (less than 72 hours before FOC)	n/a	\$195.00
LNP Snap Back Charge	n/a	\$495.00
Emergency Call Routing Charge (ECRC) Charges for 911 calls made from a non-provisioned or improperly provisioned telephone Number.	n/a	\$150.00 per call

STANDARD INCLUDED FEATURES

The following minimum features are provided as part of BTS's Hosted IP Business Service.

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| * 3 Way Calling (conference) | * Call Me Button |
| * Business Group Dialing Plan | * Call Hold |
| * Call Forwarding (unconditional, busy, selective) | * Call Logs |
| * Call Park/Retrieve | * Call Rejection (anonymous or selective) |
| * Call Transfer | * Call Waiting (with or without Caller ID) |
| * Caller ID/Calling name (delivery and blocking) | * CommPortal (for end user administration) |
| * Direct Inward Dialing (DID) | * Directed Call Pick Up |
| * Do Not Disturb | * Find Me / Follow Me (configurable via portal) |
| * Internal/External Caller ID Presentation | * Line State Monitoring (Busy Lamp Field) |
| * Message Waiting Lamp | * Multi-Line Hunt Groups (MLHGs) |
| * Multiple Appearance Directory Number (MADN) | * Music on Hold - Basic |
| * Outgoing Call Blocking | * Priority Call |
| * Selective Call Rejection | * Shared Line Appearance |
| * Short Codes (Speed Dialing/Extension Dialing) | * Simultaneous Ring (Basic Find Me/Follow Me) |
| * Station-to-Station Intercom Dialing | * Toll Restriction |
| * Unified Communications (with Web Portal) | * Voicemail - Integrated |
| * Web Based Admin (for SMB/BG Administrator) | * Second Number Appearance |
| * Distinctive Ringing for external/internal calls | * Call Manager |
| * SIP Call Forking | * Self-Service Handset Configurator |
| * Agent Login/Logout | * Account Codes (mandatory – optional) |
| * Call Jump | * Voicemail to Email (as .wav file) |

Note: Some features are subject to compatibility with the IP Phone Manufacturer.