

## National ComTel – Master Service Agreement

For each of the telephone numbers listed herein, and for each of the service types that are designated above, I hereby authorize the change of my telephone company from that which I am currently using to National ComTel (NCT). I appoint NCT to act as my agent in order to effectuate change(s) and I authorize them to handle on my behalf, all arrangements including ordering, changing, and or maintaining my service with the local telephone company(s), Interchange Carriers, Joint User Groups, Equipment Vendors, and Consultants for NCT and also to issue all necessary instructions to the forgoing for the purpose of fulfilling services on my behalf. I further authorize NCT to obtain billing information and customer service reports with respect to the telephone service(s) listed as well as credit information for my company.

I represent that I have the authority to change telecommunications carriers for each of the telephone numbers identified herein to NCT. I understand that I may only select one inter-exchange carrier for any one-telephone number. With these understandings, I select NCT to provide the telecommunication service types indicated above for each of the telephone numbers listed herein. I understand that my local exchange carrier for these numbers may charge a per-line fee for this line change in communication carriers. Customers are solely responsible for paying all supplier charges and NCT assumes no obligation to pay these charges.

In addition, if NCT is required to act on behalf of the customer for any unforeseen or unexpected programming, wiring, activation or dispatching of technical personnel, etc. that was not anticipated by either the customer, vendor or NCT, to trouble shoot or fix an issue, which is not listed in this agreement and is needed for customer connectivity, the customer shall be responsible for payment to either the vendor directly or NCT. Sometimes it may be necessary to include ordering or outsourcing vendors and or services that may be required to activate or keep the customer in service, therefore the customer will be fully responsible for all charges. NCT will do everything possible to keep all costs as low as possible for the customer. PICC fees may apply of which the customer is responsible for unless NCT agrees in advance to absorb the fees. NCT may charge a month in advance for services and equipment, NCT charges per whole month. I agree that if a provider of service to NCT increases their rates that NCT may elect to pass that increase on to the end user customer without notice. The above listed rates do not apply to Canada, HI, AK or US territories whether a per minute rate or inclusive bundle. These locales will revert to standard NCT pricing unless special rates are agreed to and documented in advance. \* Any change in Toll Free "ring to" numbers may increase the per minute rate due to the completion of calls to a new carrier not mentioned to NCT at the time of signing this agreement.

Liability of NCT, if any, for damages due to actions of NCT, any of its providers and/or the LEC, shall in no event exceed an amount equivalent to the charge to the customer for the service during the time which such damages occurred. I further agree that in the event of a dispute, all disputes need to be submitted in writing within 90 days of the date of the invoice in question. If this matter goes to legal action or arbitration, the venue will be in the Douglas County Municipal Court, Castle Rock, CO. and if NCT is the prevailing party, NCT will be entitled to recover reasonable attorney's and all third party collection fees per event in addition to any other relief to which they may be entitled. Full disclosure of all products must be made to NCT, if products or services are not disclosed and listed in this agreement, price per service or products may be adjusted accordingly. If the customer chooses to use another provider for their internet service in conjunction with National ComTel's VoIP product, and the bandwidth is not sufficient to support

the VoIP, the customer will not hold National ComTel accountable, they will either increase the bandwidth with their current internet provider or utilize National ComTel's internet service if available in that area.

I understand this is a term agreement. If I terminate service without due cause i.e. gross loss of service, I agree to pay 100% of the amount of the average invoice for the remaining months of term. In the event that the customer wishes to add additional services, or change the agreement, this will constitute the need to sign and execute a new agreement from the new date for the full term. Payment is due in full by the 20th of each month or 15 days after the billing date, whichever is greater. Late payments will be assessed a finance charge of 1.50% after 30 days may and increase every billing period thereafter. If the customer requires changes to their account, appropriate change fees may apply. This Agreement after the original term will automatically renew for a duplicate time period as noted above unless I notify NCT in writing at least 45 days in advance of the end of the term Agreement date below. This agreement will remain in full force and effect until agreed upon in writing by the customer and NCT. If customer elects to switch service away from NCT after the original term without NCT receiving the 45 day written notice, customer agrees to pay two full months to ensure all services are covered for the early termination period. If equipment or a circuit is involved, the customer will be responsible for full payment or early termination fee of said circuit. At that point NCT will release all numbers and services to the customer's provider of choice.

I authorize my faxed/emailed signature to be deemed an original. This agreement becomes effective upon approval by National ComTel. I agree and understand the rates, terms, and conditions for the provision by NCT, of the service(s) I have selected above are set in and governed by the applicable telecommunications tariffs on file with the Federal Communications Commission and, to the state regulatory commission in the state where each telephone number is located. Term starts on the date that full service is established, tested and accepted by the customer.