

# 'Cloud PBX' Master Service Agreement

Version 1.3  
Updated 10/1/2012

This Master Service Agreement (this “**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (“**Effective Date**”) by and between VOIP Connections LLC (“**VOIP Connections**”) and \_\_\_\_\_ (“**Customer**”).

## 1. Terminology

**Customer:** “Customer” is party VOIP Connections is entering into Agreement with.

**Authorized Contact:** “Authorized Contact” is a representative authorized by Customer to request service changes using procedure outlined herein.

**Cabinet:** “Cabinet” refers to a physical cabinet in VOIP Connections facility containing Customer Equipment.

**Circuit:** “Circuit” refers to a path or physical link between two points over which data is passed.

**Codeword:** “Codeword” refers to a secure password known only to Authorized contact and representatives of VOIP Connections.

**Customer Network:** “Customer Network” refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.

**Customer Premise:** “Customer Premise” refers to the physical address (as stated in the Purchase Agreement) where the VOIP Connections has been requested to provide services.

**Data:** “Data” refers to any Customer specific content residing on or traversing through the platform providing Service such as Email, backup data, configuration files, Customer owned content or files which are held as part of Service to Customer.

**Equipment:** “Equipment” refers to all physical gear used or required to deliver Service.

**Off-gateway:** “Off-gateway” refers to a customer location to which VOIP Connections cannot currently offer local phone numbers.

**On-gateway:** “On-gateway” refers to a customer location to which VOIP Connections can offer local phone numbers.

**Service:** “Service” refers to the service and/or circuit used to connect Customer Premise to VOIP Connections” network. The use of Service in this document is specific to the service outlined in this document. Use of the term Service in any other VOIP Connections documentation in no way supersedes the definitions of Service outlined herein.

**Users:** “Users” refers to the any person authorized by Customer to utilize Service.

**Lync:** “Lync” refers to Microsoft Lync™ 2010, a Unified Messaging product from Microsoft Corp.

## 2. Service Description

### 2.1.General

Service will be made available to Customer via one of the following two voice channel options:

**Per seat:** Voice channels will be made available in a suitable quantity for each seat of Service.

**Per channel:** Voice channels will be separately defined and contracted for by Customer and Service will be limited by quantity so ordered. (per-channel)

### 2.2.On-Gateway and National DID

For Customer locations where VOIP Connections is able to offer local phone numbers through a local point of presence VOIP Connections will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by VOIP Connections which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer via managed phones or through Lync clients. Service will be transported using Voice-over-IP (VoIP) encapsulation. Service will be delivered via Voice-over-Internet Protocol using CODEC g.729a standards. VOIP Connections will provide administrative access to Customer’s technical contact to easily add, change and delete Users on their Cloud PBX system and on Lync. VOIP Connections reserves the right to change or enhance features included with Hosted PBX Seats from time to time. Customer is expected to perform the majority of all Moves, Adds and Changes (MACs) through use of the online administrative portal, <https://mypbxmanager.net> and using Lync Control Panel. These responsibilities are described in detail at the end of this Service Agreement. If the VOIP Connections support team is consulted to perform a change that is the responsibility of the Customer, a change fee will be assessed. Customer calls will be routed via an IP to PSTN gateway managed by VOIP Connections. VOIP Connections will provide a single local phone number per phone.

### 2.3.Off-Gateway

For Customer locations where VOIP Connections is unable to offer local phone numbers VOIP Connections will provide Customer with voice connectivity Service between the Customer Premise identified below and the Public Switched Telephone (PSTN) network. Service will be delivered in the form of a dedicated circuit(s) engineered by VOIP Connections which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer via managed phones through Lync clients. Service will be transported using analog POTS lines. Customer will be responsible for providing appropriate number of analog POTS lines for service.

Service will be delivered to Customer via one of the following two options:

**POTS lines:** Service will be delivered via analog POTS lines terminated into a PSTN-IP gateway device which resides at the Customer premise. VOIP Connections will provide administrative access to Customer's technical contact to easily add, change and delete Users on their Cloud PBX system. VOIP Connections reserves the right to change or enhance features included with Cloud PBX Seats from time to time.

**Non-local DIDs:** Service will be delivered via non-local DIDs provisioned by VOIP Connections. VOIP Connections will provide administrative access to Customer's technical contact to easily add, change and delete Users on their Hosted PBX system. Incoming local calls to Customer location may be a long distance call. Customer is expected to perform the majority of all Moves, Adds and Changes (MACs) through use of the online administrative portal. These responsibilities are described in detail in the Customer Requirements section within this Service Agreement. If the VOIP Connections support team is consulted to perform a change that is the responsibility of the Customer, a change fee will be assessed. Customer calls will be routed via an IP to PSTN gateway managed by VOIP Connections. All incoming calls to any off-gateway POTS lines will be directed to the Auto Attendant. Local outbound calling for an off-gateway will be treated as long distance and billed at standard VOIP Connections long distance rates for the customers who are not on unlimited minutes plan. At its discretion VOIP Connections may provide the ability to offload local calling via the analog POTS lines terminated into the PSTN-IP gateway device which resides at the Customer premise. Offloading local calling in such a fashion may result in product features not being available or no longer working properly for that particular location.

## 2.4. Calling Service

VOIP Connections will provide access to calling plans as contracted by Customer.

**Local:** Service includes local calling area calls. NOTE: VOIP Connections is not authorized by the FCC to use this service as a toll bypass mechanism. This capability is included by default with Service and cannot be disabled.

**Domestic Outbound Long Distance:** Rate stated on the Purchase Agreement; billed in 18-second increments; no rounding on a per-call basis. This capability is included by default with Service but can be disabled at the written request of Customer. Applicable for Customers who are on per minute plan.

**Domestic Toll-free Service:** Domestic toll-free or 800 service will be billed monthly at usage rates described in the Purchase Agreement. Enablement of this capability requires Customer contract with VOIP Connections.

**International Long Distance:** International Long Distance is available based on current rate tables posted on <http://www.VOIP-Connections.com>. Enablement of this capability requires Customer contract with VOIP Connections.

**International Toll-free Service:** International Toll-free is available based on current rate tables posted on <http://www.VOIP-Connections.com>. Enablement of this capability requires Customer contract with VOIP Connections.

Service has minimum requirements that a unique, local calling number be maintained in each country to which Service is provided. Service will be redirected to a domestic toll-free number that must also be maintained with VOIP Connections.

**Directory Assistance:** Directory assistance is available calls based on current rate tables posted on <http://www.VOIP-Connections.com>. This capability is included by default with Service and cannot be disabled.

**Operator Assistance:** Operator assisted calls are available based on current rate tables posted on <http://www.VOIP-Connections.com>. This capability is included by default with Service and cannot be disabled.

## 2.5.Availability

For the purpose of this section alone “Availability” shall be defined as ability of VOIP Connections to fulfill initial order for Service. Once Service has progressed past installation phase and has been delivered to Customer as a working Service this section shall no longer apply. The availability of Service is dependent on existence of a suitable network transport from VOIP Connections to User(s). Service requires dedicated point-to-point network transport capable of supporting RFC4594-compliant QoS between Customer Service location and VOIP Connections. VOIP Connections reserves the right to limit availability of Service even if suitable network transport exists between VOIP Connections and Users. Service can be provisioned and used over the Internet with limitations. Use of Service across any network transport other than that defined above shall absolve VOIP Connections of any liability should Service be adversely affected.

VOIP Connections also reserves the right to limit service availability in the event that necessary service components including, but not limited to, electrical power, cooling capacity, cabling, rack space, switching/routing/network infrastructure, application software, etc. are either unavailable or unattainable at a reasonable cost to VOIP Connections.

## 2.6.Delivery

This section intentionally left blank.

## 2.7.Features

### 2.7.1. 911 Service

911 service is delivered to a Customer location via VOIP 911 service.

Customer acknowledges that it is their responsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service. VOIP

Connections will not be responsible if 911 service is unavailable due to the VOIP Connections provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 service after Service installation and periodically throughout the duration of Service and to notify VOIP Connections if any issues are noted with 911 service. Customer agrees to cooperatively test 911 service and share the results of such testing at the request of VOIP Connections. If VOIP Connections requests testing of 911 service and does not receive confirmation within one (1) business week that such testing has been performed then VOIP Connections reserves the right to dispatch a technician to perform testing of 911 services and Customer agrees to be liable for the cost of such testing. VOIP Connections reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disabled shall not apply for SLA credit nor relieve Customer of contractual obligations of Service.

For locations containing less than 40,000 square feet of workspace that have their own street address VOIP Connections will register the street address for 911 service. For locations containing more than 40,000 square feet of workspace within a single building that have their own street address VOIP Connections will register the street address and a unique location identifier for each 40,000 square feet for 911 service.

For locations containing less than 40,000 square feet of workspace within multiple buildings that share a street address VOIP Connections will register the street address and a unique location identifier for each building.

VOIP Connections shall register geographic location to a single DID. Subject to the limitations above all phones within that geographic location must present the DID that has been registered for 911 service as their caller ID. If Customer chooses to present unique CLID for phone(s) at location then Customer shall be responsible for procuring 911 service from VOIP Connections for each phone so configured at additional cost.

Customer acknowledges that physically moving a phone to a different location without first notifying VOIP Connections may result in 911 service reflecting an incorrect geographic location for that phone.

Customer agrees not to hold VOIP Connections liable for the result of incorrect 911 geographic location information including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911 service. VOIP Connections reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

VOIP Connections will provide either basic 911 or E911 service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA). With E911 service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have the call back number or location. VOIP Connections will not provide this service to areas where basic 911 or E911 services are not available. Additionally, VOIP Connections will not be held responsible for any inability for E911 service operators to properly locate Customer due to changes to the calling line ID phone number in the VOIP Connections Management Portal. VOIP Connections will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the VOIP Connections voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system. As additional local emergency centers become capable of receiving enhanced information, VOIP Connections will automatically upgrade Customer with basic 911 to E911 service. VOIP Connections will not provide notice of the upgrade. VOIP Connections 911 and E911 services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 service, the failure of Geo-coding or address validation, will not allow VOIP Connections to process the error records in real time and VOIP Connections will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems. The service is predicated on using primary wire-line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that VOIP Connections is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call. For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wireline Emergency Calls placed from the Customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information

that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled.

Customer acknowledges that it is possible that the emergency call may not be able to be delivered to the PSAP due to network and systems issues outside of VOIP Connections control. In such an event, VOIP Connections will try to deliver Emergency Calls through the PSTN to its Emergency Call Relay Center (ECRC). ECRC personnel will manually query systems to deliver the Emergency Call to the geographically appropriate PSAP. Additional fees may apply should Customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that VOIP Connections has no further ability to assist the caller and Customer agrees to indemnify and hold harmless VOIP Connections from all third party claims arising from such circumstances.

## **2.8.Moves, Adds and Changes**

Customer has the ability to make changes to number of seats and features during the contract period. Reductions in services will be effective on the billing cycle following the effective date of the change.

## **2.9.Limitations**

Service has the following limitations or exceptions:

### **2.9.1. Fax service**

Service defined as "On-Gateway" is compatible with most G3 V.17 (14400 baud) and V.29 (9600 baud) fax machines. Service may not work reliably with SuperG3 V.34 fax modems. VOIP Connections will make reasonable efforts to ensure service works reliably with Customer's existing fax machine. Customer agrees to set their fax machine to a slower speed, if VOIP Connections feels necessary. VOIP Connections is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either VOIP Connections or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. VOIP Connections will not be financially liable for inability to provide reliable faxing over this product.

If VOIP Connections is unable to provide reliable fax service over this product, VOIP Connections agrees to release Customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

### **2.9.2. Modem service**

For Service defined as "On-Gateway" VOIP Connections will make reasonable efforts to ensure service works reliably with Customer's modem. If reliable modem service is deemed unfeasible by either VOIP Connections or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to the modem via the local RBOC. VOIP Connections is



not responsible for any integrator costs necessary to make this change. VOIP Connections will not be financially liable for inability to provide reliable modem service over this product.

If VOIP Connections is unable to provide reliable modem service over this product VOIP Connections agrees to release Customer from contract liability of the one seat being used to provide services to this modem. Customer will continue to be liable for remainder of contracted services in such a situation.

Business critical systems such as but not limited to point-of-sale systems, security systems, medical monitoring systems, or chemical monitoring systems should not be used with this service.

### **3. Service Options**

The following features may be included with Customer Service. Description of Service feature herein in no way entitles Customer to feature. Features described below may have additional cost associated with them and may be subject to availability restrictions.

#### **3.1. Manager Portal**

The VOIP Connections Manager Portal allows IT Manager to view call activity and availability for the group of Users. The Manager Portal is easily configured by adding or deleting group members. All Users, regardless of location, can be monitored via the Portal. The VOIP Connections Manager Portal is fully integrated requiring no additional equipment.

#### **3.2. Auto Attendant**

The VOIP Connections Auto Attendant allows incoming calls to be directed to employees or departments without the use of a receptionist. Customized messages direct callers through a menu of options. Hours of operation can be established with distinct call handling rules for during-business hours and after-business hours. Callers can escape from the Auto Attendant to the receptionist by dialing "0." The VOIP Connections Auto Attendant is fully integrated requiring no additional equipment.

#### **3.3. Config, Stage, and Ship**

VOIP Connections offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration only includes configuration of Equipment to support VOIP Connections Service. VOIP Connections reserves the right to bill Customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. VOIP Connections reserves the right to bill Customer for the shipping charges.

#### **3.4. Direct Inward Dial or DID**

An individual Direct Inward Dial phone number which is provided by VOIP Connections or Customer that VOIP Connections ports for use with Service. Customer may own the DID and may port away from VOIP Connections at the end of Service.

### **3.5. Equipment Management**

VOIP Connections offers management of Customer Equipment used to terminate Service. Router management only includes configuration and management of Equipment necessary to support VOIP Connections Service. VOIP Connections reserves the right to bill Customer at current hourly rates for configuration requests that are not required to provide Service outlined herein.

### **3.6. Hunt Group**

The VOIP Connections Hunt Group is a vehicle for distributing call to agents regardless of location. A Hunt Group is a feature similar to a Call Center in that it allows calls to roll to multiple agents through 5 hunt policies, but a Hunt Group does not allow queuing and statistical reporting.

### **3.7. Long Distance**

As applicable, long distance minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 18-second increments, no rounding on a per call basis. This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (18) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following list:

- Intra-State LD
- Domestic 48 LD
- Alaska LD
- Puerto Rico LD
- U S Virgin Islands LD
- International LD

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.

### **3.8. Music on Hold**

The VOIP Connections Music on Hold feature allows any .wav file to be played throughout the organization when a call is placed on hold. The file can be all music or any combination of music and script. Multiple files can be created and stored for uploading to the system. When a .wav file is uploaded it becomes immediately available to calls placed on hold.

Additional charges may apply for using a customized wav file as Music on hold.

### **3.9. Stand-alone Voice Mail**

This is a voice-mailbox not associated with a seat. VOIP Connections will provide Customer with voice-mailboxes with up to 100 minutes of storage per box and the option to age and hold voice-

mails for a certain number of days – up to 60 days. Voice-mail is configurable by Customer administrator and is set at the Customer level.

## 4. Service Delivery

### 4.1.General

It is Customer's responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.

### 4.2.Installation

Standard installation timeframe for Service is defined elsewhere in this Service Agreement. Installation expedites are available with this Service. Installation expedite requests will be subject to current expedite fees. Expedite requests will also be subject to a pass through of any and all fees billed to VOIP Connections by other vendors in the support of the expedite request. Expedite requests are serviced in a best effort manner. VOIP Connections does not warrant or represent that Service installation expedites will actually expedite delivery of Service. Customer shall be subject to any and all expedite fees regardless of the outcome of the expedite request. If additional configuration work is required due to limitations of the Customer systems, including but not limited to servers, workstations or network, then VOIP Connections reserves the right to bill customer at current hourly rates for additional configuration time.

Except as otherwise defined within this agreement VOIP Connections is NOT responsible for and will not be obligated to provide any assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of equipment or software, or integration of equipment or software into Customer's internal network. Such services may be available at additional cost.

Customer shall be responsible for any travel expenses incurred by VOIP Connections in the course of providing onsite installation service.

### 4.3.Installation Options

If required VOIP Connections offers the following provisioning options for Service at additional charge as described in the Customer's Service Agreement:

**Configuration and Shipment:** the remote configuration of Equipment necessary to terminate Service and shipment of Equipment to Customer

**Onsite installation:** the onsite installation of Equipment necessary to terminate Service, the connection and/or installation of one computer to the modem or router, and confirmation that the Customer's computer can successfully access the VOIP Connections network via the Service.

#### 4.4. Service Upgrades & Modifications

VOIP Connections may use other carrier networks and/or Equipment to provide Customer with equivalent Service. VOIP Connections reserves the right to replace Customer Service with equivalent or upgraded Service at any time during contract duration. VOIP Connections will make an effort to coordinate any such Service change with the Customer prior to such change. If VOIP Connections is unable to coordinate an acceptable time for a Service change with the Customer VOIP Connections reserves the right to make such a Service change during a Scheduled Maintenance window.

#### 4.5. Service Termination

VOIP Connections makes no guarantee of Service availability beyond the termination date. VOIP Connections shall not be responsible for retaining any of your Data after termination date of Service. Your Data may be deleted on the day of Service termination. VOIP Connections will not restore, provide on any storage media or send out any Data pertaining to terminated Service, unless specifically noted in a customized service agreement. It is Customer's responsibility to backup Data prior to termination of Service.

## 5. Equipment

### 5.1. Equipment Requirements

Customer is responsible for providing a voice session border controller (SBC) or voice firewall to terminate Service. Customer is responsible for providing VoIP phones for each end User of Service. In some cases VOIP Connections will provide the required Equipment for Service termination. Equipment thus provided shall be treated under the same terms as Equipment "rented through VOIP Connections". VOIP Connections will define Equipment compatibility with Service and reserves the right to modify this list of compatible Equipment at any time. VOIP Connections shall be the sole party responsible for defining which Equipment is compatible with Service.

### 5.2. Equipment Procurement

Customer can procure the required Equipment through one of the following methods:

**Purchase through VOIP Connections:** Customer can purchase compatible Equipment directly from VOIP Connections. Customer shall be sole owner of Equipment and is responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**Lease through VOIP Connections:** Customer can lease compatible gear through VOIP Connections. Leasing terms and payments will be made through a 3<sup>rd</sup> party leasing entity. Customer must qualify for this option based on terms defined by leasing entity. Customer shall be sole owner of Equipment and is responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**Rent through VOIP Connections:** Customer can rent compatible gear directly from VOIP Connections. VOIP Connections will remain sole owner of equipment and will be responsible for all lifecycle responsibilities of Equipment. Additional terms are set forth in the Customer's Master Service Agreement.

**"Bring your own":** Customer can provide compatible gear to VOIP Connections for use in terminating Service. VOIP Connections reserves the right to refuse use of such Equipment even if such Equipment meets compatibility requirements as defined by VOIP Connections. Customer shall remain sole owner of Equipment and will remain responsible for all lifecycle responsibilities of Equipment.

### 5.3. Equipment Configuration

Customer is responsible for all Equipment configuration changes not specifically outlined herein. Customer is responsible for any Equipment modifications necessary at Customer Premise to accommodate Service outlined herein.

### 5.4. Equipment Lifecycle

Unless Customer has contracted with VOIP Connections for Equipment warranty Customer is responsible for any failure of Equipment. VOIP Connections reserves the right to classify previously supported Equipment as "end of sale" or "end of life" at any time. Equipment classified by VOIP Connections as "end-of-sale" will no longer be sold to a Customer for Service even if Customer had previously purchased that specific Equipment for same Service. VOIP Connections will make every effort to continue to support Equipment classified as end-of-sale for as long as possible. VOIP Connections reserves the right to reclassify of end-of sale Equipment as end-of-life at no less than six (6) months after such Equipment has been classified as end-of-sale Equipment.

Equipment classified as "end-of-life" will no longer be supported or sold by VOIP Connections. If Customer has Equipment that has been classified as end-of-life in Service VOIP Connections reserves the right to mandate Customer upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. VOIP Connections does not relinquish this right even if Equipment was sold to Customer by VOIP Connections.

## 6. Service Support

### 6.1. Authorized Contacts

VOIP Connections provides reliable and secure managed services by requiring technical support and information requests come only from documented, authorized client-organization contacts. Additionally, in compliance with federally regulated CPNI (Customer Proprietary Network Information) rules, a Customer contacting VOIP Connections Solutions to request an add, move, or change and/or to request information on their account, must provide VOIP Connections representative with Customer's Codeword. Codeword is not required or verified to open trouble

tickets related to service issues, however, any subsequent information/updates or authorization of intrusive testing related to the trouble ticket will require the Codeword.

Customer shall provide a “contact list” which will contain one (“1”) Administrative contact and may contain up to three (“3”) Technical contacts per service. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact e-mail address and contact phone number for each contact but must provide Customer Codeword for any CPNI related requests. Requests to change a contact on the list or to change the Codeword must be submitted by the Administrative contact. Requests to replace the Administrative contact shall be submitted via fax to VOIP Connections on Customer company letterhead. All requests are verified per procedure below.

- Requests for CPNI, configuration information or changes are accepted only from documented, authorized client-organization contacts via e-mail, fax or phone and will require Customer’s Codeword. E-mail and fax requests must be submitted without the Codeword. Customer contact will be called to verify Codeword. E-mail requests that include the Codeword will be denied and the client Administrative Contact will be notified and required to change the Codeword.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented client contact.

## **6.2.Helpdesk**

Customers must contact VOIP Connections Support to report service trouble or an outage with VOIP Connections Technical Support. VOIP Connections Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; year around. VOIP Connections Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination point of VOIP Connections provided Equipment.

VOIP Connections Technical Support will accept trouble and outage related support calls from any Customer representative. VOIP Connections will not perform any requested activity which may cause Service disruption or perform any changes to Service unless request is initiated by an Authorized Contact. VOIP Connections reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact.

Communication between Customer and VOIP Connections not initiated by Authorized Contact will not be subject to SLA remedies.

All communications with Customer will be in the English language.

## **6.3.Support Limitations**

VOIP Connections Technical Support is not responsible for end-User support of issues not directly related to Service. This includes (but is not limited to) Customer operating systems, Customer equipment, or Customer application support.

### **6.4. Monitoring**

VOIP Connections will provide basic monitoring of Service availability and utilization. Utilization reporting requires web based access to Manager Portal. Customer will be able to monitor the status of devices, real time call progress and ability to download Call Data Records (CDR). VOIP Connections will provide e-mail notification of Service availability issues. VOIP Connections will provide twenty four (24) hours and seven (7) days a week response to Customer or NOC initiated alarms for Service availability issues. Service usage reports will be made available at <http://www.VOIP-Connections.com>.

### **6.5. Notifications**

VOIP Connections will notify Customer within fifteen (15) minutes of a Service outage via e-mail notification Services. VOIP Connections will monitor connections to the IP address of the Customer router. An outage is defined as any fifteen (15) consecutive minutes where the connection is unavailable. If an outage is determined, VOIP Connections will generate an e-mail notification to Customer. Customer is responsible for providing their own pager (s), a suitable e-mail-pager gateway, and up to two (2) corresponding e-mail addresses.

Customers are also required to subscribe VOIP Connections twitter feed @VOIPConnections to get near real time updates on Service outage.

### **6.6. Maintenance**

Customer is responsible for maintaining and updating Authorized Contact list with VOIP Connections. VOIP Connections will not be held responsible for maintenance notifications missed due to out-of-date Authorized Contact information.

#### **6.6.1. Scheduled Maintenance**

Maintenance window for disruptive work to Service will be limited 12:00 A.M. to 4:00 A.M., Eastern Daylight Time (EDT), any day with requirement of one (1) calendar week notification to Customer prior to maintenance.

VOIP Connections will send an e-mail notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer this will be considered a "Scheduled Maintenance". Any Service SLAs will NOT apply during a Scheduled Maintenance.

#### **6.6.2. Emergency Maintenance**

VOIP Connections reserves the right to perform emergency Service maintenance as needed outside the Scheduled Maintenance window, in which case VOIP Connections will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "Emergency Maintenance". All Service SLAs will apply during Emergency Maintenance.

### **6.7.Backup and Recovery**

VOIP Connections will provide backups of the Service platform for Disaster Recovery purposes ONLY. VOIP Connections will make its best effort to recover data within a mean time of four (4) hours in a disaster scenario. A disaster may be declared by VOIP Connections when Service has been damaged or degraded to such an extent that VOIP Connections can no longer reasonably provide Service. Customer shall not be able to declare any outage a disaster. Sole responsibility for defining an event as a “disaster” will rest with VOIP Connections alone.

In the event that the restoration will impact system stability and/or performance, VOIP Connections reserves the right to move the restoration to a Scheduled Maintenance window after business hours (after 6 PM EST).

VOIP Connections is not liable for the loss of any Customer data, nor does it guarantee the recoverability of Customer data that is deleted (accidentally or purposefully) by Customer end Users. Additional fees may apply for recovery of Customer specific data and VOIP Connections will work on these requests on a best effort basis.

### **6.8.Changes**

VOIP Connections reserves the right to bill Customer for Service changes or reconfigurations requested by Customer that exceed the scope of the managed Service or for Service changes that VOIP Connections must undertake due to changes initiated by the Customer such as, but not limited to:

- Customer initiated request to move VOIP Connections equipment to a different physical location
- Customer request to configure Service for their benefit and not specifically tied to delivery of VOIP Connections service. For example:
  - Turning up a port for customer managed gear
  - Activating a feature or function not required to deliver Service
  - Enhancing or extending Service for the sole benefit of Customer

## **7. Billing**

### **7.1.Service Activation Date**

Billing for the Service Component will begin on the Service Activation Date, as specified below, for the specific Service type. The Service Activation Date is the date (i) Equipment is installed and tested at the Customer’s locations, and (ii) IP connectivity to VOIP Connections has been established.

### **7.2.Service Billing**

This section intentionally left blank.



### **7.3. Additional Charges and Fees**

#### **7.3.1. Field Technician Charge (FTC)**

The FTC is the charge incurred for each dispatch of a VOIP Connections technician to support Service installation or trouble. This fee shall be calculated based on the current hourly rates and shall be rounded up to the nearest full hour. This fee may be waived at VOIP Connections sole discretion for Customers of managed Services if the root cause for the dispatch is determined to be the responsibility of VOIP Connections.

#### **7.3.2. Missed Appointment Fee**

Customer or its authorized representative must be available at the Customer location for the scheduled installation appointment date to grant the Service tech access or to accept delivery of the Equipment, or to work with installation technician to turn up the service. If no one is available, the Service tech will attempt to contact Customer for minimum of an additional fifteen (15) minutes before re-scheduling the appointment.

Re-scheduling such missed appointment will incur a Missed Appointment Fee at the current applicable rate. 48 hour notice is required for all appointment rescheduling.

#### **7.3.3. Travel**

Customer shall be responsible for travel expenses incurred by VOIP Connections during activation or support of Service as follows:

- For Customer locations in the domestic US between 30 and 100 miles from nearest VOIP Connections office:
  - Travel time at hourly rates (office-to-office) for any vehicular travel outside a 30 mile radius from nearest VOIP Connections office.
- For Customer locations in the domestic US greater than 100 miles from the nearest VOIP Connections office:
  - All provisions of travel to Customer locations within 100 mile radius of nearest VOIP Connections office;
  - Airplane, bus or train tickets at VOIP Connections cost;
  - Rental car, gas and parking at VOIP Connections cost;
  - Per diem allowance of \$40/day (food); and - Hotel/lodging at VOIP Connections cost.
- Other Customer locations require signed agreement between VOIP Connections and Customer.

#### **7.3.4. Minimum Retention Period – Moves**

In the event Customer terminates the Service before the expiration of the contracted period, due to a move, then Customer shall pay the termination charges in accordance with the Customer's Service Agreement. VOIP Connections will waive the termination charges, if Customer purchases another Service from VOIP Connections at a new location, which is of the same or greater value and subscribes to a new minimum contracted period of at least twelve

(12) months. Additional Equipment charges may apply depending on the type of the new Service that is being purchased by Customer. If service is not available at new location, customer is subject to termination charges per the Master Service Agreement.

## 8. Customer Requirements

Customer will be required to maintain complex passwords for their User accounts where applicable. For any such passwords VOIP Connections will provide a secure URL that any User can access to change passwords. All User passwords are set to a ninety (90) day password expiration schedule by default.

VOIP Connections is not responsible for unexpected use of Services whether by ex-employees, compromised User passwords or any other misuse of Customer accounts. Customer shall be responsible for all costs incurred by such unexpected use of Service. Customer shall be fully responsible for providing to VOIP Connections at Customer's own expense and in a timely manner the following:

- All security for its Services and systems used or accessible in connection with Service;
- Cooperative testing of all Customer-provided hardware, software, and Services for compatibility with Service;
- Designating an Authorized Contact(s) to be the point of contact to interface with VOIP Connections Technical Support;
- All cabling necessary to support Service;
- Earth grounding available within 20 feet of Equipment used to terminate Service;
- An Equipment room environmentally compliant with local laws and other environmental conditions as specified by VOIP Connections; reasonable access to the Equipment at times specified by VOIP Connections; adequate work space, heating/cooling, light, ventilation, and electrical outlets and for any Service which requires a telephone line, as detailed in the Service Guide. Customer shall also arrange provide timely access to any rights of way, which VOIP Connections deems necessary to provide, maintain or remove the facilities required for any of the Services on all applicable premises without charge or cost to VOIP Connections. Equipment shall not be removed, relocated, modified, interfered with, or attached to non-VOIP Connections

Equipment by Customer without prior written authorization from VOIP Connections;

- Local POTS lines matching quantity and optioning defined by VOIP Connections for off gateway sites; and
- Customer shall be responsible for performing any modifications in service as listed below.

## 9. Service Conditions

Customer acknowledges and understands that dedicated network connections, unless protected by an Internet security product or Service, may significantly decrease Customers overall network security level

## Master Service Agreement

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and performance. To the extent Customer deems necessary, Customer will implement security procedures and controls necessary to limit access to the Service.

Customer will maintain facilities and procedures external to the Service for reconstruction of lost or altered files, data or programs. Customer understands that VOIP Connections will make commercially reasonable efforts to provision Service. However, provisioning of Service is contingent upon the availability of Service capable local loops to Customer's location being made available to VOIP Connections. If no such Service-capable local loop is available to VOIP Connections, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of Customer's Service will be delayed as well.

Customer understands that even after the Service circuit is provisioned and operational, certain conditions may impact the quality and use of the line. Environmental issues such as quality of the telephone line, interference from other Service connections, high frequency sources close to the telephone line, etc. may deteriorate the quality or speed of the Service circuit resulting in reduced throughput. VOIP Connections will undertake reasonable effort to restore the original quality or speed, but restoration is not guaranteed and the Service may be deemed technically not feasible. If the Service circuit is deemed technically not feasible, the Customer will be asked to disconnect the circuit at no cost or without penalty. If the Customer chooses to continue to use the circuit, after it is deemed technically not feasible, Customer understands that the line will not be supported by VOIP Connections from a maintenance perspective.

Customer acknowledges that in the event of a trouble, Customer is responsible for on-site cooperative testing with VOIP Connections Technical Support to assist in the diagnosis of the trouble, including the cost of a 3<sup>rd</sup> party vendor if Customer does not have internal resources available. Customer agrees to be bound to current terms of VOIP Connections Acceptable Use Policy. Terms of the Acceptable Use Policy are subject to change without notice. Customer agrees to be bound to any and all versions of VOIP Connections Terms and Conditions. Current Terms and Conditions can be found here: <http://www.VOIP-Connections.com/policies>

If number portability is required, Customer agrees to provide VOIP Connections with a Letter of Authorization (LOA) for both a Remote Always Call Forward (RACF) order and a DID move. VOIP Connections will place orders for RACF and DID move on behalf of Customer. Failure to provide LOA will result in delay in installation. If it is determined in the course of the installation that Customers network is not up to the appropriate specifications for VOIP Connections to provide this service Customer agrees to make any network changes necessary to bring their network into compliance. If VOIP Connections performs these changes, services will be billable.

Customer acknowledges and understands that the Service is not a traditional telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by VOIP Connections. The Service is not subject to the same regulatory treatment as a traditional telephone service. This

treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

If the Cloud PBX service is used in a country other than the United States, Customer does so at their own risk, including risk that such activity violates local laws in the country where service is used. Customer is liable for any and all such use of the Service and agrees to indemnify and hold harmless VOIP Connections against any and all liability for any such use. If the Cloud PBX service is delivered to an off-gateway location Customer acknowledges that they will be solely responsible for the POTS lines handling local phone service. Some Cloud PBX features or functionality may not be available with an off-gateway deployment.

Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences. Customer is responsible to protect all confidential information and remain diligent in enforcing security measures. VOIP Connections will make every effort to detect fraudulent calls and contact Customer immediately. VOIP Connections will in no way be held liable for charges, penalty, or damages caused by telecommunications usage of the Customer's Service.

## **10. Service Level Agreements and Goals**

### **10.1. General**

The following section describes Service Level Agreements (SLA) and Service Goals for the services provided by VOIP Connections. These can be updated periodically and will be posted on our website [www.voip-connections.com/policies](http://www.voip-connections.com/policies).

#### **10.1.1. SLAs**

Service Level Agreements (or SLAs) define availability, performance and other requirements of Service provisioning and delivery. Remedies for VOIP Connections not meeting the requirements are also defined. Customer must at all times cooperate with VOIP Connections in testing, determining and verifying that a qualifying Service outage has occurred.

#### **10.1.2. Goals**

Goals define availability, performance and other objectives of Service provisioning and delivery. Goals do not include remedies and failure to meet any Service Goal does not entitle Customer to a Service credit.

### **10.2. SLA Credit Request Process and Limitations**

In order to receive any of the SLA credits (specified herein) for Service, an Authorized Contact must immediately notify VOIP Connections Technical Support of an occurrence within the VOIP Connections Service that results in the inability of the Customer to access Service ("Service Outage"). A Service Outage does not include an outage that occurs during Scheduled Maintenance.

VOIP Connections Technical Support will investigate the reported outage and assign a Trouble Ticket number. Once VOIP Connections determines that the substantiated Service Outage that could qualify Customer for the SLA credit occurred (“Verifiable Trouble Ticket”), then Customer may request a Service Credit within 30 days after the event giving rise to the credit by contacting VOIP Connections Technical Support and asking for an SLA credit escalation. A Verifiable Trouble Ticket must accompany Customer’s request for any SLA credit regarding the Service purchased by Customer. Credits should appear on Customer’s bill for the Service within two (2) billing cycles, after such SLA credit has been approved by the VOIP Connections representative.

In any calendar year, Customer’s aggregated SLA credits may not exceed, for any Service, two (2) months’ worth of the monthly Service fee for the affected Service. In any billing month SLA credits may not exceed, for any Service, fifty (50) percent of the monthly Service fee for the affected Service.

For purpose of calculating SLA credits, this monthly Service fee shall mean the monthly recurring charge for such Service, but excluding, in all cases, (i) any monthly recurring fees for the Service features (e.g., domain name hosting or e-mail Service), (ii) all one-time charges, and (iii) at all times excluding the monthly recurring charge attributable to Equipment for such Service.

Credits are exclusive of any applicable taxes or fees charged to the Customer or collected by VOIP Connections.

SLAs dependent on packet size require use of a 64-byte packet to determine SLA eligibility.

### **10.3. SLA Exclusions**

#### **10.3.1. Global SLA Exclusions**

SLAs do not apply and VOIP Connections is not responsible for failure to meet an SLA resulting from:

- Misconduct of Customer or Users of Service.
- Failure or deficient performance of power, Equipment, Services or systems not provided by VOIP Connections.
- Delay caused or requested by Customer.
- Service interruptions, deficiencies, degradations or delays due to any access lines, cabling or equipment provided by third parties.
- Service interruptions, deficiencies, degradations or delays during any period in which VOIP Connections or its representatives are not afforded access to the premises where access lines associated with Service are terminated or VOIP Connections Equipment is located.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order.

- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component.
- Force Majeure conditions such as fire, explosion, lightning, power surges or failures, Internet services affected due virus, hackers, terrorisms, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond VOIP Connections control, whether or not similar to the foregoing.
- Service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer staff.
- Service interruptions, deficiencies, degradations or delays in Service caused by any piece of equipment, configuration, routing event or technology not under the management and control of VOIP Connections.
- Failure to adhere to VOIP Connections recommended configurations on unmanaged equipment.

In addition, Service SLAs do not apply:

- If Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same Service interruption, deficiency, degradation or delay.
- For Service interruptions, deficiencies, degradations or delays not reported by Customer to VOIP Connections.
- Where Customer reports an SLA failure, but VOIP Connections does not find any SLA failure
- When Service is dependent upon other Service with lower SLA.
- If Customer has over 30 day past due balance on any billing or service with VOIP Connections.
- After date of Service contract termination.
- If Customer elects to use another provider or method to restore Service during the period of interruption, Customer must pay the charges for the alternative Service used.

### **10.3.2. Service SLA Exclusions**

SLAs do not apply and VOIP Connections is not responsible for failure to meet an SLA resulting from:

- Failure to provide suitable secure environment for on premise devices including but not limited to: secure mounting/racking, appropriate cooling and air handling, secure from theft, loose wires bundled neatly, etc.
- Use of Service across any circuit or path not capable of carrying and adhering to industry standard QoS "quality of service" mechanisms. This could include but is not limited to Internet (whether delivered and/or managed by VOIP Connections or not), public peering arrangements, and 3<sup>rd</sup> party cross connects.

## 10.4. Availability SLAs and Goals

“Availability” SLAs apply only when service is completely unavailable due to any sort of issue. After Customer opens a ticket on Service issue VOIP Connections Technical Support will classify the issue. If VOIP Connections Technical Support determines that Customer service is 100% unavailable the issue will be categorized as a “Service Availability” issue and all SLA remedies applicable to Service Availability will apply. Any SLA remedies not specifically defined as “Service Availability” SLAs will not apply to same “Service Availability” issue.

### 10.4.1. Availability SLA

For purpose of the Availability SLA, the duration of a Service Outage shall be deemed to commence upon the opening of a Verifiable Trouble Ticket by VOIP Connections Technical Support, in response to the Customer request, and ends when the Service Outage ends.

Trouble tickets, where the Service Outage cannot be verified with VOIP Connections standard diagnostic procedures, do not count towards the Availability SLA.

SLA	Remedy
<b>99.99% availability</b>	Each hour service is unavailable above SLA goal qualifies the Customer for a credit of 5% of MRC up to a maximum of 50% of MRR for affected service.

### 10.4.2. Service Repair Goal

For purpose of the Service Repair Goal, the duration of a Service Outage shall be deemed to commence upon the determination by VOIP Connections Technical Support that Service Repair is necessary and ends when the Service Repair has been completed.

VOIP Connections will make all reasonable efforts to resolve problems resulting from Customer initiated trouble tickets for this Service based on the Goal below.

Goal	Remedy
<b>2 hours</b>	Failure to meet the goal does not qualify the Customer for any Service credit.

## 10.5. Other SLAs and Goals

“Other” SLAs apply whenever SLA goal has not been met. “Other” SLA credits will qualify for consideration even when “Service Availability” or “Service Performance” SLA credits are requested against the same Customer issue.

### 10.5.1. Installation Timeframe Goal

The Installation Timeframe Goal is measured from the date on which the Customer contract is countersigned by VOIP Connections to the delivery of Service. The goal is considered met once the Service has been delivered and is available for service without regard to whether or not Service is actually being used.

Goal	Objective
<b>30 days</b>	Failure to meet the goal does not qualify the Customer for any Service credit.

### 10.5.2. Monitoring Goal

The Monitoring Goal is measured from the time an outage is detected by VOIP Connections monitoring systems until such outage is reported to customer by the VOIP Connections notification method. The goal is considered met once the VOIP Connections monitoring system sends a notification to the customer. Receipt of the notification by the customer or lack of receipt will not be considered to be part of goal.

Goal	Objective
<b>15 minutes</b>	Failure to meet the goal does not qualify the Customer for any Service credit.

## 10.6. Marks and Publicity

(a) Neither party shall have the right to use the other party's or its Affiliates' trademarks, logos, service marks or trade names without the prior written consent of the other party. The marks used in this Agreement and referenced as such are either registered service marks or service marks of VOIP Connections Communications, Inc., its Affiliates or third parties in the United States and/or other countries.

(b) Neither party shall issue any press release relating to any contractual relationship between VOIP Connections and Customer, except as may be required by law or agreed between the parties in writing.

## 10.7. Non-Disclosure

Any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties.

## 10.8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington, U.S.A., without regard to its choice of law rules.

## 10.9. 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, (including without limitation those certain Terms for Delivery of Service).



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.

#### **10.10. Amendment**

This Agreement, and any Service Schedule or Customer Order, may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party. Without limiting the generality of the foregoing, any handwritten changes to a Customer Order or any terms and conditions included in any Customer-provided purchase order shall be void unless acknowledged and approved in writing by a duly authorized representative of each party.

#### **10.11. 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) first, the Proposal, (2) second, this Agreement, and (3) third, the Customer Order.

#### **10.12. Relationship of the Parties**

The relationship between Customer and VOIP Connections shall not be that of partners, agents, or joint venturers 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.

#### **10.13. No Waiver**

No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

#### **10.14. Severability**

If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and such declaration shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective rights and obligations imposed on each party under this Agreement as originally executed.

#### **10.15. Joint Product**

The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against either party on the basis of authorship of this Agreement.

#### **10.16. Third Party Beneficiaries**

This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**10.17. Counterparts**

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

**VOIP Connections LLC** (“VOIP Connections”)**Global Harvest Foods limited** (“Customer”)

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_