

CELERITY TELECOM INC., SERVICE AGREEMENT

AGREEMENT

This Agreement ("Agreement") is between CELERITY TELECOM INC., and an end user, customer or subscriber. This Agreement governs both the services described below and any devices provided by CELERITY for use in conjunction with the services, including but not limited to the "CELERITY Equipment" (as defined herein). In this Agreement, "you" and "your" mean the Customer of the CELERITY services defined below, and "CELERITY", "CELERITY Service", "CELERITY Services", "we," "our," and "us" mean CELERITY TELECOM INC., and any CELERITY affiliates authorized to provide you with CELERITY services. BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO 911 EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDING IN MARKETING AND INFORMATIONAL MATERIALS ASSOCIATED WITH YOUR OFFER, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. CERTAIN TELEWORKER OFFERS WILL CONTAIN ADDITIONAL TERMS AND CONDITIONS WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND WILL GOVERN IN THE EVENT OF A CONFLICT WITH THE TERMS OF THIS AGREEMENT.

1. **TERM AND RENEWAL OF TERM:** This Agreement is effective when signed by both parties (the "Effective Date"). The initial term of the Agreement shall be for no less than a two-year term. Upon the expiration of the original term, the Agreement shall automatically renew for the same Terms, Conditions and period unless either party provides the other party at least sixty (60) days advance written notice of the intent to terminate the Agreement.

2. BILLING AND PAYMENT FOR SERVICE

a. CELERITY will render to you monthly on-line bills for CELERITY Service, with the following charges:

1) A monthly service flat fee for unlimited local calling, call features, and advanced service. Depending on the specific calling plan to which you subscribe, other types of calls, such as in-state, state-to-state, or outbound international calling, may either be included in the monthly service flat fee on an unlimited basis, or may carry additional per-minute rates. All such rate information will be described in the marketing materials associated with your offer.

2) Any additional calls which are not included in the monthly fee as stipulated, charged on a per minute usage basis. You can view the rates for international calls placed over CELERITY Service at www.getCELERITY.com.

3) Depending on your calling plan and method of installation, you may also be charged for activation, early termination, plan change, separate features, modifying features on your account, inside wire and installation, disconnect and/or other fees as stipulated.

If, in addition, you also receive traditional non-Voice over IP CELERITY local, local toll and/or long distance services, the charges for these services will not appear on the same online bill. You will continue to be separately responsible for those charges.

All fees and charges will be billed in advance except for usage-based charges and any other charges which CELERITY decides to not advance bill, all of which will be billed monthly, in arrears.

b. Payment Method for Online Bills

You authorize CELERITY to charge any amounts payable by you in connection with your use of the Service automatically by credit card, ACH or check. Your charges and credits issued in accordance with Section 7(a) above will appear on an online billing statement that you may access from the CELERITY web site at www.getCELERITY.com. Full payment of an invoice is due within 10 days of billing date, becomes past due thereafter and services may get disconnected.

c. Commencement of Billing

Once your order is processed, installed and the Service is provisioned, we will promptly begin monthly billing for the Services (we refer to this date as the "Service Activation Date").

d. Price Changes

We may change the prices and charges for the Services and/or international calling from time to time. We may decrease prices without providing advance notice. These changes will only apply for those on a month to month basis unless these charges are State or Federal related. Increases to the prices or charges for the Services and/or international calling are effective no sooner than thirty days after notification sent via email provided by customer.

e. Charges and Billing

Charges accrue through a full billing period. To determine the charge for each international call, we round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

f. Failure to Pay

We may suspend, restrict, or cancel the Services and this Agreement, without advance notice, if you do not make payments for current or prior bills by the required due date or grace period. Service suspension or cancellation will result in your loss of the number associated with the Service.

g. Late Payment Charge

We may add interest charges to any past-due amounts at the minimum of 1.5% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card or ACH, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

h. Taxes and Other Charges

Regulated Federal and local charges (such as FCC Access, ICC, LNP, USF, TRS or any other State or local taxes) may be an additional charge if not part of the monthly service flat fee. Emergency Service (E911) charges vary depending on your County/parish and type of service you've selected; therefore, these charges may not be included in your monthly service.

- 3. RIGHT TO CANCEL ORDER:** We will make reasonable efforts to provide you with the services ordered under the Agreement; however, there may be circumstances in which we may not be able to provide such services. If we determine that we cannot provide services to you efficiently or on the terms and conditions contemplated by this Agreement, we may immediately terminate this Agreement without liability and without further obligations.
- 4. TERMINATION:** We may suspend or terminate your service or this Agreement in accordance with our rights in this Agreement and our normal business practices without liability and without waiving any other legal or equitable rights that we may have. We may declare you in breach of this Agreement if your account is not paid current, or if you fail to meet any other obligation contained in the Agreement. If, after the Effective Date, this Agreement is terminated by us for your breach or by you, you shall upon demand by us pay an early termination fee, on a service location basis of 50 % of the remaining number of months in the term . This will be calculated by the monthly recurring charges on the account. CELERITY will reimburse for any promotional credits and installation fee waivers as granted to you during the term of this Agreement. any hardware such as telephones and any other CPE will be billed ,**Phones will be billed \$100.00 per device** . Charges for such early termination shall constitute liquidated damages and are not imposed as a penalty. We may terminate this Agreement at any time without liability upon thirty (30) days written notice. You may terminate this Agreement without liability before the expiration date if you sign a new agreement with us for equal or greater monthly revenue and term. Upon termination of this Agreement for any reason, it is your responsibility to switch to a new carrier. You shall be responsible for any and all outstanding charges owed to us at the effective date of termination, and you shall be liable for all charges incurred during the transition to a new carrier. Upon Agreements maturity client will be month to month. Month to month agreements can be terminated for any reason by either party in writing with 30 days advance notice.
- 5. SERVICE DESCRIPTION.** CELERITY Phone Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and carried, in part, over high-speed Internet access, also known as broadband Internet service. This service may be generically referred to as "voice over IP". It is separate and distinct from standard Phone Local, Local Toll and Long-Distance services. "Service" or "Services" is defined to include Voice over IP calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which CELERITY, in its sole discretion, may add, modify, or delete from time to time.

6. SERVICE REQUIREMENTS. CELERITY Phone Service requires: (a) specialized customer premises equipment called a telephone adapter ("ATA" or "CELERITY Equipment") obtained through CELERITY or a third party that allows connectivity from a regular telephone handset to your broadband connection and which you are responsible for installing yourself, by CELERITY or a third party supplier; and (b) a broadband connection such as via cable modem, DSL or T1. CELERITY will provide CSU/DSU, Channel Bank and Router if applicable. The customer may not request specific brand or type of equipment. Internet Service requires properly configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT. Customer is responsible for 10BaseT connection. Equipment administration fees may apply. Since voice over IP is dependent on the broadband connection, the availability of an adequate power supply and correct ATA configuration, CELERITY does not guarantee that the service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

7. OTHER SERVICE DISTINCTIONS.

a. Power Outages

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply; the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the CELERITY Service.

b. Broadband Service Interruptions

You acknowledge and understand that the Service does not function in the event of interruption of your broadband or high speed Internet access service.

c. Local Number Portability

In the event you are not utilizing a new phone number for your CELERITY Service, but rather are transferring an existing phone number, which currently is subscribed to a carrier other than CELERITY for local, local toll and/or long distances telecommunications services, to CELERITY Service, the terms and conditions of this paragraph shall apply:

1) You hereby authorize CELERITY to process your order for CELERITY Service and to notify your local telephone company of your decision to switch your local, local toll and long distance services to CELERITY Service, and represent that you are authorized to take this action;

2) You agree and acknowledge that if CELERITY Phone Service is set up prior to the date that the number switch becomes effective ("Port Effective Date"), you will be able to make outgoing calls utilizing CELERITY Service and incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the CELERITY Phone Service; and

3) You agree and acknowledge that if your CELERITY Phone Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected you will have no service for that line. Therefore, to avoid an interruption in your phone service, it is extremely important that CELERITY Phone Service installation is made prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be sent to you via e-mail by CELERITY following your completion of the ordering process.

8. LIMITATION OF LIABILITY; NO SPECIAL DAMAGES; DISCLAIMER OF WARRANTIES: THE ENTIRE LIABILITY OF US AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ALL CLAIMS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR IN ANY WAY RELATED TO THE AGREEMENT ON THE PROVISION OF SERVICE (INCLUDING THE FAILURE TO PROVIDE SERVICE), INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTUOUS CONDUCT, REPRESENTATIONS, ERRORS, OR OTHER DEFECTS, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR PURSUANT TO SOME OTHER THEORY (INCLUDING DECEPTIVE TRADE PRACTICE CLAIMS) AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN SHALL BE LIMITED TO THE LESSER OF (1) AMOUNTS PAID TO US UNDER THE AGREEMENT, OR (II) REFUNDS IN AN AMOUNT EQUAL TO THE PROPORTIONAL MONTHLY CHARGES TO YOU FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE SERVICE OR EQUIPMENT, OR ANY OTHER EVENT OR ACTION GIVING RISE TO ANY CLAIM, OCCURS. THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COSTS OR ATTORNEYS' FEES ARISING IN WHOLE OR IN PART, FROM WARRANTIES, EXPRESS OR IMPLIED, DEFECTS IN MATERIALS, WORKMANSHIP OR DESIGN, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR ANY OTHER BASIS OF LIABILITY FROM US. YOU ARE SOLELY RESPONSIBLE FOR ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS AND EXPENSES ARISING OUT OF THE USE OF THE SERVICES BY YOU, YOUR USERS, OR ANY OTHER PERSON OR ENTITY USING THE ACCOUNT WITH OR WITHOUT YOUR KNOWLEDGE OR CONSENT. SOME JURISDICTION MAY NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY, AND WE LIMIT OUR LIABILITY IN SUCH JURISDICTION ONLY TO THE DEGREE ALLOWED BY APPLICABLE LAW. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, GOODWILL OR COSTS TO COVER WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF OUR EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER WE HAVE BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE MAKE NO WARRANTIES ON AGENTS, AND REGARDLESS OF WHETHER WE HAVE BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. MONITORING THE SERVICE

CELERITY has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if CELERITY, in its sole and absolute discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself, its employees, its customers or others. CELERITY may immediately remove your material or information from CELERITY's servers, in whole or in part, which CELERITY, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy or other policies or laws.

10. ACCEPTABLE USE POLICY

You may use CELERITY's Service for lawful purposes only. You may not submit or transmit through CELERITY's Services any material, or otherwise engage in any conduct that:

- a. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- b. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- c. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. impersonates any person, business or entity, including CELERITY and its employees and agents;
- e. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permits the unauthorized use of a computer or computer network;
- f. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;

g. violates these Terms of Service guidelines or any policy posted on getCELERITY.com;

h. interferes with the use of CELERITY's Services by others;

i. could damage, disable, overburden, or impair our servers or networks;

j. allows you to gain, or attempt to gain, unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means;

k. uses any of CELERITY's Services to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails, instant messages, voice broadcasts, auto dialers and/or fax broadcast);

l. harvests information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications.

11. WE ARE NOT RESPONSIBLE FOR TERMINATION CHARGES OF OTHER CARRIERS: In selecting our services, you understand that you are canceling any services currently provided by your existing service provider, and that our services and features may differ from the services currently provided by your existing service provider. You further acknowledge that you may be assessed termination or other charges by your existing service provider based upon the terms and conditions that apply to such service. Payment of such termination or other charges shall be your responsibility.

12. CONNECTION AND DISCONNECTION OF SERVICES: The following Connection and Disconnection charges are applicable to the corresponding services as listed below. Disconnection of services under contractual obligations results in the issuance of a cancellation invoice including but not limited to cancellation fees for services that were still under term liability. Reconnection charges are composed by the addition of Connection charges (for the reconnection of services) and the applicable Disconnection charges (for the waiving of the already issued cancellation invoice) for the corresponding services. Both of these are for the additional un-expected cost we incurred in with our providers by connecting disconnected services and by disconnecting existing services.

13. TELECOMMUNICATIONS FACILITIES AND INTERNET ACCESS: Service will, at our sole option, be provided via telecommunications facilities owned by us, via telecommunications facilities leased from one or more other telecommunication carriers or via a combination of the foregoing, provided our ability to provide such service is not materially impaired. Without limiting the generality of the foregoing, you authorize us to convert service being provided solely through the facilities of one or more other carriers (i.e. resale service) to service being provided in whole or in part over our facilities (i.e. Facilities-based service). We are offering hereunder a particular speed for our Internet access services. We may select, at our sole discretion, the deliver method of such access services.

14. PRIVACY POLICY: CELERITY will not share or disclose personal or account information or your usage of the VoIP service. You consent to CELERITY providing personally identifiable information, to partners or vendors, necessary to the provisioning or service of your product.

15. INDEMNIFICATION: You agree to defend, indemnify and hold harmless CELERITY from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from (a) any violation of applicable laws, regulations, tariff or this Agreement by you (or anyone who uses your account, with or without your permission); (b) the use of the VoIP service (or anyone who uses your account, with or without your permission); (c) negligent or intentional acts, errors or omissions by you (or anyone who uses your account, with or without your permission); (d) injuries to or death of any person and damages to or loss of any property, which may in any way arise out of or result from your obligations under this Agreement or your use of the VoIP service, except to the extent that such liabilities arise from the willful misconduct of CELERITY; or (e) claims for infringement of any intellectual property rights arising from your use of the VoIP service.

16. ARBITRATION: Any dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. You agree that you may not bring any dispute or claim as a class action or as a private attorney general, and you agree not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to this Agreement or the VoIP services.

AGREEMENT (cont.)

17. CHOICE OF LAW: This Agreement is governed by the Federal Communications Act to the extent applicable, and otherwise This Agreement will be governed by the law of the State of Florida, without regard to its choice of law rules, except that the arbitration provisions in Section 12 are also governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

18. MODIFICATION: This Agreement shall not be amended, changed, or modified except in writing, approved by our Legal Department, and executed by your representative and of our representatives (one of whom must be an officer). Any unauthorized modification to this Agreement may render the Agreement null and void and subject to immediate termination.

19. ASSIGNMENT: You may not modify or assign this Agreement. CELERITY may modify or assign this Agreement at its sole and absolute discretion.

20. SEVERABILITY If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.

I AGREE WITH ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

THANK YOU FOR CHOOSING CELERITY TELECOM SERVICES.