

CONXXUS, LLC
TERMS OF SERVICE
RESIDENTIAL TELEPHONE SERVICE

These Terms of Service constitute the agreement ("Agreement") between Conxxus, LLC ("we," "us" or "Conxxus") and the user ("you," "user" or "Customer") of Conxxus' telephony services. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

1. RESIDENTIAL USE OF SERVICE

1.1. If you have subscribed to Conxxus' Residential Telephone services, the Service is provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using the Service for any commercial or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Conxxus in advance. Conxxus reserves the right to immediately terminate or modify the Service, if Conxxus determines, in its sole discretion, that Customer's Service is being used for non-residential or commercial use.

2. NUMBER TRANSFER ON SERVICE TERMINATION

2.1. Upon termination of the Service, Conxxus may, at its sole discretion, release a telephone number that was ported in from a previous service provider to Conxxus by you and used in connection with your Service provisioned by Conxxus to your new service provider, if such new service provider is able to accept such number, and provided that (i) your account has been terminated; (ii) your Conxxus account is completely current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

3. No 0+ CALLING; May Not Support x11 CALLING

3.1. Conxxus' Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Conxxus' Service may not support 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

4. CHARGES FOR DIRECTORY CALLS

4.1. Conxxus will charge \$1.50 for each call made to Conxxus directory assistance.

5. Service Outage Due to Suspension of Your Account

5.1. You acknowledge and understand that service outages due to suspension of your account as result of billing issues will prevent ALL Service, including 911 dialing.

6. Other Service Outages

6.1. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

7. Limitation of Liability and Indemnification

7.1. You acknowledge and understand that Conxxus' liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Conxxus, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

8. CHANGES TO THIS AGREEMENT

8.1. Conxxus may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on to the "Telephone" section of Conxxus' website (currently located at <http://www.conxxus.com>). Such changes will become binding on Customer, on the date posted to the Conxxus website and no further notice by Conxxus is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Device and also supersedes any written terms

provided to Retail Customers in connection with retail distribution, including without limitation any written terms enclosed within the packaging of the Device.

9. GENERAL LIABILITY LIMITATIONS

9.1. Limitation of Liability

9.1.1. Conxxus shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- 1) act or omission of an underlying carrier, service provider, vendor or other third party;
- 2) equipment, network or facility failure;
- 3) equipment, network or facility upgrade or modification;
- 4) force major events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- 5) equipment, network or facility storage;
- 6) equipment or facility relocation;
- 7) service, equipment, network or facility failure caused by the loss of power to Customer;
- 8) act or omission of Customer or any person using the Service or Device provided to Customer; or
- 9) any other cause that is beyond Conxxus' control, including without limitation a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

9.1.2. Conxxus' aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Conxxus' performance or nonperformance hereunder or (iii) any Conxxus act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

10. DISCLAIMER OF DAMAGES

10.1. IN NO EVENT SHALL CONXXUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS

OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT VONAGE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

11. INDEMNIFICATION

- 11.1. Customer agrees to defend, indemnify, and hold harmless Conxxus, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing, or the Device. This paragraph shall survive termination of this Agreement.

12. NO WARRANTIES ON SERVICES

- 12.1. CONXXUS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CONXXUS DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER CONXXUS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CONXXUS' OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER

METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF VONAGE'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY VONAGE OR VONAGE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

Acknowledged By:

Signature

Name

Date