

## TERMS AND CONDITIONS

1. **Service Provider:** Upon Acceptance (as defined below), Astro Telecommunications will provide and Client will purchase the services and products ("Services") selected on the "Application for Service & Agreement" or the "Customer Order Form", referred to as the ("Agreement") during the Term, under the terms and conditions set forth below and in Astro Telecommunications Tariffs and Fair Use Policy ("FUP"), as defined below. "Astro Telecommunications" means the affiliate(s) of Astro Telecommunications including Astro Telecommunications' entities certified in Client's state(s) to provide the Services.
2. **Acceptance:** This Agreement is not enforceable until accepted by Astro Telecommunications. If Client fails to provide complete accurate and satisfactory installation, credit or other required information including deposits and advance payments, or if Astro Telecommunications is unable to provide the Services due to unavailability of facilities or any other reason, Astro Telecommunications may, in its sole discretion, reject Client's Application for Service or Customer Order Form. "Acceptance" will occur upon the earlier of commencement of the Service, or Client's first invoice date. Astro Telecommunications makes no representation as to when Service will commence. Astro Telecommunications will use commercially reasonable efforts to initiate Service, but Client understands that Service initiation may be dependent upon the actions of third parties not in Astro Telecommunication's control.
3. **Term:** The initial term for any Services will begin upon Acceptance of those Services and will continue for the number of months set forth on the Agreement. For purposes of the Agreement, "Month", will mean a full billing cycle. If one or more Multiple Locations Forms are included in this Agreement, this Agreement will remain in effect until the last to expire of the Terms set forth on the first page or on any Multiple Location Form or a Customer Order Form. Upon completion of a Term, except where prohibited by law, the Term will automatically renew for a period of 12 Months, unless Astro Telecommunications receives written notice of non-renewal to Astro Telecommunications at least 30 days prior to the end of the current Term. The rate stated in the current contract, or the then current rates will apply during the renewal period. In the event Client continues to use Services without renewing a term plan, Astro Telecommunication's tariff or then current rates will apply.
4. **Tariffs:** Tariffs and Fair Use Policy (FUP): Client understands that in addition to the terms and conditions explicitly set forth in this Agreement, Astro Telecommunications' relevant state and federal tariffs, as modified from time to time, including prices, (the "Tariffs"), will govern this Agreement and the provision and use of the Services and are incorporated herein. Tariffs are available upon request and available on <http://www.astrotelco.com>. Use of all Services must comply with Astro Telecommunications Fair Use Policy ("FUP"), which may be modified from time to time and is available upon request, and on our web site at <http://www.astrotelco.com>.
5. **Multiple Locations:** If one or more Multiple Location Forms are initiated by Client and attached to this Agreement, Astro Telecommunications shall provide, and Client shall purchase, the Services set forth therein for each location that has been Accepted by Astro Telecommunications.
6. **Client Satisfaction Guarantee:** If Astro Telecommunications fails to resolve any Major Service Outage within 24 hours from Client's notification to Astro Telecommunications via 844-426-7876, Client may, for the affected Client location(s) only, convert to its previous provider(s) (or other provider(s) if Client had no previous provider(s)), without liability for an early termination charge and Astro Telecommunications will pay such provider(s) standard tariff conversion charge if applicable. "Major Service Outage" is defined, as (i) A full loss of Service (not including interference, or maintenance activities); (ii) Caused by equipment or facilities owned by Astro Telecommunications up to the Client interface; (iii) Affecting at least 50% of Client's lines or 50% of the Services provided by Astro Telecommunications to Client (based on revenue) at any single location.
7. **Price Guarantee:** For Terms of 12 months or longer: (a) Astro Telecommunications guarantees the term discounts and promotions offered Client in the Agreement; (b) Telephone, Internet, prices may change in accordance with applicable state law, (excluding tariff, taxes and surcharges changes) during the Term; and (c) if Astro Telecommunications standard tariff Service rates for the same term plan decrease during the Term, Client will have the right to enter into a new Agreement for Services for a new Term at least as long as the original Term.
8. **Moves and Disconnection of Service:** To disconnect Services, Client must inform Astro Telecommunications in writing of Client's desired disconnect date, by letter addressed to Customer Care, Astro Telecommunications, 259 Hoover Blvd, Suite 160, Holland MI 49423 or e-mail to [customercare@astrotelco.com](mailto:customercare@astrotelco.com). If Client desires to move Services to another location, Client shall provide Astro Telecommunications at least 45 days' notice by calling 844-426-7876, or e-mailing [customercare@astrotelco.com](mailto:customercare@astrotelco.com). If Astro Telecommunications is able to continue providing Services, Client shall pay Astro Telecommunications applicable standard tariff Service activation and install charges for each new location. If Astro Telecommunications determines, in its sole discretion, that it is unable to provide Services at the new location, Astro Telecommunications shall have no obligation to do so. Client will be responsible for early termination charges.
9. **Early Termination:** If this Agreement or any Service is discontinued after installation but prior to the end of the Term, for any reason other than pursuant to the Client Satisfaction Guarantee, Client shall, immediately upon demand, pay Astro Telecommunications an early termination charge equal to the sum of (a) the difference between what Client would have been charged for the Services at the rates (excluding taxes and surcharges) per Astro Telecommunications applicable Tariff from Acceptance until termination and the amount Client actually paid for terminated Services (excluding taxes and surcharges) during such period, plus (b) the amount of any promotional considerations provided to Client, plus (c) any Astro Telecommunications costs associated with the provisioning of the cancelled Service. If Client cancels a Service order prior to Acceptance, Client shall pay (a) one month's charges for the cancelled Services, plus (b) the amount of any promotional considerations provided to Client, plus (c) any Astro Telecommunications costs associated with the provisioning of the cancelled Service. Astro Telecommunications shall have the right to discontinue providing the Services due to Client's non-payment, breach of this Agreement, misuse of the Services, or due to other reasons in accordance with and as set forth in Astro Telecommunications Tariffs.
10. **Resale:** Client shall not resell the Services without the prior written consent of Astro Telecommunications.
11. **Assignment:** Client shall not assign its rights or obligations under this Agreement without the prior written consent of Astro Telecommunications, which shall not unreasonably be withheld. In the event of any attempted assignment or change in control of Client's equity or assets (including change in control of a Service location) without such consent, Astro Telecommunications will have the right to terminate this Agreement and Client will be liable for the early termination charge described in Section 9 above. Client has no right in, and no right to assign, any telephone number used by Client. Astro Telecommunications shall not assign this Agreement with the prior written notice sent to the client. Client may choose to discontinue service and may be liable for early termination charges described in section 9 above.
12. **Limitation of Liability:** Astro Telecommunications liability to Client or to third parties, for any cause of action arising out of this Agreement or the Services shall in no event exceed the limitation of liability as set forth in the Tariffs, or, if there are no applicable Tariff provisions, the total amount paid for the affected Service for the period in which Service was interrupted or unavailable. Under no Circumstances shall Client hold Astro Telecommunications liable for damages arising from delays installing Service and or related "CPE", commencement of Service, loss of information, numbering or directory listing errors, loss of business, pre-existing contracts or obligations (including any minimum payment or usage agreement), however arising. **WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL ASTRO TELECOMMUNICATIONS BE LIABLE FOR INDIRECT, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES, ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**
13. **Governing Law and Venue:** This Agreement shall be construed and governed by the laws of the State of Texas, excluding its laws concerning conflicts of laws. The parties consent to the exclusive personal jurisdiction and venue of the federal and or state courts in Dallas County Texas.
14. **Payment Obligations:** Client shall pay for all Services provided by Astro Telecommunications at the rates set forth in the Agreement or on a Customer Order Form and the Tariffs within 17 days of the stated billing date. In the event of any conflict between the rates set forth in this Agreement or on a

Customer Order Form and those in the Tariffs, this Agreement or the Customer Order Form shall control. All past due invoices are subject to interest at the lower of 1.5%, per month compounded monthly or the highest rate permitted by law. All invoices not disputed in writing by Client within 30 days from the invoice date, or such other period as stated in the Tariffs, shall be deemed binding on Client. In the event of a dispute, Client shall pay all undisputed amounts by the due date. Client agrees to pay all costs of collection, including reasonable attorney's fees for any past due amounts and other actions, as described in the Tariffs. Astro Telecommunications may require Client to make a reasonable security deposit of up to two months' charges, as a prerequisite to service, or if Client fails to make payment by due dates, or if Client's account is suspended for non-payment. Monthly recurring charges and or special calling plans will be billed one month in advance with usage billed in arrears.

15. **Rates, Taxes and Surcharges:** Additional taxes and surcharges may be imposed in addition to the rates specified on the first page of this Agreement or on a Multiple Location Form and or on a Customer Order Form. Taxes and surcharges may be subject to change without notice, pursuant to federal and state laws and regulations. Rates are based on Astro Telecommunications service offerings, and vary, with quantity and types of Services purchased. If Client changes the quantity and or types of Services purchased, or, if Astro Telecommunications determines that, despite exercising reasonable efforts, installation of the Services as requested is not feasible, rates may change in accordance with applicable prices and Tariffs. Additionally, if the Clients minutes of use terminating or originating in non-RBOC locations are greater than 5% of the Clients total traffic volume, Client will incur an additional surcharge of \$.03 per minute of use.

16. **Electronic Notification:** Client agrees that Astro Telecommunications may contact Client via e-mail for Services and marketing notifications (e.g., Service initiation and Service and product information).

17. **Equipment:** Astro Telecommunications provided customer premises equipment "CPE" as listed in attached Hardware "CPE" Schedule will at all times remain the property of Astro Telecommunications and be covered under Client's property insurance. In the event that Client fails to return any CPE to Astro Telecommunications (or, at Astro Telecommunications' option, to permit recovery of CPE by Astro Telecommunications) in good working order, reasonable wear and tear excepted, within 30 days after the termination or expiration of this agreement, Client shall be responsible for the full replacement cost and shall pay to Astro Telecommunications all recovery charges and any other charges set forth in the Tariffs. Astro Telecommunications makes no representations or warranties of any kind with respect to CPE. Warranties are specifically disclaimed in the tariffs; exceptions to this would be Lease 2 Own agreements attached and signed by the customer.

18. **Business Networking:** Astro Telecommunications does not provide Business networking services. Client will be responsible, at their own expense, to configure firewalls, routers, VoIP PBX's telephony equipment, with the necessary protocols and IP addresses or private VPN configurations as deemed necessary to deliver the services purchased.

19. **General Terms:** This agreement together with the Tariffs, attached Exhibits, Multiple Location Form(s) and additional Pricing Form(s) such as a Customer Order Form (if applicable) Letter of Agency or Authorization(s), and any Promotions constitute the entire agreement between the Parties with respect to the Services. Clients may choose to suspend services during a calendar year, to be approved by the Astro Telecommunications. The suspension of services shall not be less than 30 days, and not exceed 180 days. The Client agrees to pay all charges associated with this service and agrees to extend the term of this agreement that same period of time. Maintenance activities occur during the hours of 12:00AM to 6:00AM or as outlined in filed Tariffs and executed Agreements. There are no other written or oral understandings, promises or agreements related hereto. No agreement will be accepted by Astro Telecommunications that is modified in any way by Client, including handwritten modifications and strike-outs. Amendments and waivers to this agreement will be valid only if in writing and executed by an authorized representative of Client and an Astro Telecommunications Vice President or higher executive. If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement will continue in full force and effect.

20. **Call Packs** Astro Telecommunications offers several calling plans for its products and services. Some of the plans provide for a fixed number of monthly usage minutes. ("Call Packs"). If you exceed your monthly Call Pack credits during the course of a service month, you will be billed overage on a per minute basis, the overage price per minute that has been assigned to your Call Pack. All of the "Call Packs" are quoted in terms of domestic minute usage, meaning the contiguous 48 states, and may be referred to on the Astro Telco website or by an Astro Telecommunications Customer service representative as "minutes or Call Packs". Should you choose to purchase a Call Pack, and until you advise Astro Telco otherwise in writing that you wish to change your plan, Astro Telecommunications will automatically bill your Account for the "Call Pack", each month, in advance, for the applicable service. Minute usage will be debited; overages will be billed at the applicable per minute rate(s) for your plan. Checking your voice mail from your phone is not counted against your Call Pack, or charged a per minute rate. Alaska, Hawaii are considered off shore, and international calling will be charged at a different rate than domestic calling, and a "Call Pack" "minute" therefore will not entitle you to a minute of Toll Free, off shore or international calling.

21. **Unlimited monthly plans** provide you with unlimited local and long distance domestic minute usage as defined above. International, Offshore and inbound Toll Free calling, the applicable per minute rate will apply and is not included in the Unlimited monthly plan; and if, for any reason, AstroTel believes that your usage of the Unlimited plan violates what it considers reasonable use, then AstroTel may, in its sole discretion with or without notice, terminate your Unlimited plan and immediately convert your Unlimited plan to a metered plan, or Call Pack set forth above. (Call Centers, heavy phone users will not qualify.)

Astro Telecommunications may also provide you certain bonus credit minutes and/or other promotional incentives (e.g., "tell-a-business" credits) upon fulfillment of the applicable promotion requirements.

23. **Short Duration Calls.** A short duration call ("SDC") is defined as a completed call with a call duration of six (6) seconds or less. The SDC percentage is defined as the number of SDCs divided by the total number of completed calls. If in any seven (7) consecutive day period the SDC percentage of Customer's traffic meets or exceeds 5% (the "SDC Threshold"), Customer shall have seven (7) days (the "Cure Period") to lower the SDC activity below the SDC Threshold. If Customer fails to remedy the SDC Threshold within the Cure Period Astro Telecommunications, may upon written or electronic notice, to Customer, disconnect Customer's interconnection(s) to Astro Telecommunication's network or block call destinations and or services that are incurring the SDC percentage in excess of the SDC Threshold.

**NOTICE OF CLIENT'S RIGHTS CONCERNING CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"):** CPNI includes the Client's Service selections, feature selections, demographic information, and usage data for the Services. CPNI does not include Client's name and address. Astro Telecommunications has an obligation under federal law to protect the confidentiality of Client's CPNI. By signing this Agreement, Client authorizes Astro Telecommunications to record, maintain, modify, use and exchange Client's CPNI (i) to install and manage the Services, (ii) to enhance the benefits of Client's existing Services, and (iii) to enhance Astro Telecommunications ability to offer products and Services tailored to the Client's needs, by determining whether additional local, long distance, data, CPE, Internet, wireless, TV, or other Services that would be of benefit to Client. Client may deny Astro Telecommunications use of CPNI at any time by written notification to Customer Care, Astro Telecommunications, 259 Hoover Blvd, Suite 160, Holland MI 49423. Client's approval or denial will be effective until revoked. Denial will not affect the provision, management, or quality of Services that Client receives from Astro Telecommunications. Client is under no obligation regarding new Services unless Client explicitly agrees to accept them. Client shall indemnify and hold harmless Astro Telecommunications from any and all liability resulting from Astro Telecommunications authorized use of Client's CPNI.

**Disclosure:** Astro Telecommunication's services are delivered via IP protocol; VOICE Services provided are Voice over Internet Protocol or (VoIP); G.711, standards are followed. FAX, Modem and Security Systems may require additional hardware and or may be incompatible with this technology and as such may require additional services and or testing. All subscribers are encouraged to install anti-virus, firewall and anti-spyware programs, as these are not provided with service.

Client Initials \_\_\_\_\_ Date \_\_\_\_\_