

Master Service Agreement (MSA)

This Agreement is between you as our Subscriber ("Customer" or "you" or "your") and Level365 Holdings LLC, and its affiliates ("Level365") and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

The Effective Date of this Agreement shall be when you accept this Agreement.

Acceptance by you of this Agreement occurs upon the earlier of: (a) Level365's acceptance of a Service Order signed by you indicating your acceptance of this Agreement; (b) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (c) your use of the Service; or (d) your retention of the Software or Equipment we provide beyond seven (7) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below (The Master Service Agreement), plus (a) the specific terms of your Service plan (including the plan's pricing, duration and applicable termination charges); (b) The Service Addendum for your service plan (Attachments A through D) and any applicable Additional Services Terms (Attachment E); and (c) other Level365 policies referred to in this Agreement, all of which are incorporated herein by reference. This Agreement and related policies are posted online at <http://www.level365.com> ("Website"). You can also receive a paper copy of this Agreement by writing to: Level365 Holdings LLC, 8902 Otis Avenue, Ste207B, Indianapolis, IN 46216, Attention: Customer Service.

By entering this Agreement or subscribing to Level365 services, Customer understands and agrees to this Master Service Agreement and the Terms of Service applicable to service to which Customer subscribes (collectively, the "Agreement"). Additionally, Customer agrees to be bound by any future modifications or additions to the Agreement for which Level365 provides notice to Customer. If Customer does not agree with any modification or addition to the Agreement, Customer may terminate Customer's subscription as provided by the Termination Policy set out below. In the case of an inconsistency or conflict between terms and conditions of an applicable Service Addendum and/or Service Order, the governing order of precedence will be (1) the Service Order (2) the Service Addendum, (3) the Level365 Master Service Agreement.

1. Notices to Customer Email: Level365 primarily communicates with customers via email. Customer agrees that sending a message to Customer's contact email address is Level365's agreed upon means of providing notification to Customer. Customer's email address is used to communicate vital information about Customer's services, billing, service outages, the Agreement, and enhancements or changes to Customer's existing services and to make Customer aware of products or services that might be of interest to Customer. This information is time-sensitive in nature. Customer must read any email sent to avoid any potential interruptions in Customer's service.
2. Privacy Policy: Level365 is committed to respecting Customer's privacy. As explained below, Customer's personally identifiable information will only be used in the context of customer's relationship with Level365, including service and billing functions and informing Customer of products and services of potential interest.

On various Level365 web pages Customer can order services, make requests, and register to receive materials or support. The types of personal information collected at these pages are name, username, contact and billing information, transaction, and credit card information. Data collected online may also be combined with information provided during ownership registration of Level365 products and services. In order to tailor subsequent communications and continuously improve products and services, Level365 may ask Customer to voluntarily provide information regarding Customer's personal or professional interests, demographics, product experience, and contact information.

Level365 will not sell, rent, or lease Customer's personally identifiable information to others. Except as may be required by subpoena, search warrant, or other legal process or in the case of imminent physical harm to a customer or others, Level365 will only share the personal data the Customer provided with business partners who are acting on Level365's behalf to complete the activities Customer requested. In that event, Level365's business partners will be governed by Level365's privacy policy with respect to the use of this data. Should a company not governed by Level365's privacy policy require Customer's personal information, Customer's permission will be initially obtained, unless seeking Customer's permission is inconsistent with legal guidelines or legal requirements. The use of any shared data will be governed by the company's respective privacy policy.

Level365 uses Customer's information to better understand customer needs and continuously improve the level of service provided. Specifically, Customer's information is used to help complete a transaction, to communicate back to Customer, to update Customer on service and benefits, and to personalize Level365's web site. Credit card numbers are used only for payment processing and are not utilized for other purposes.

From time to time, Level365 may use Customer's information to contact Customer for market research or to provide Customer with information thought to be of particular interest. At a minimum, Customer will have the opportunity to opt out of receiving such direct marketing or market research contact. Where applicable, Level365 will also follow local requirements such as allowing Customer to opt out from receiving an unsolicited contact.

Level365 strives to keep Customer's personally identifiable information accurate. Every effort is made to provide Customer with online access to Customer's registration data so that Customer may update or correct Customer's information at any time. Level365 is committed to ensuring the security of Customer's information. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of information, appropriate procedures are in place to safeguard and secure the information collected online. Level365 uses encryption when collecting or transferring sensitive data such as credit card information.

Level365 may also collect certain non-personally identifiable information when Customer visits Level365's website. Level365 accomplishes this through the use of "cookies" or tracking mechanisms that collect this type of information. If Customer does not want this to happen or wants to know when it does happen, Customer's browser should be set to warn Customer or to block cookies (although blocking cookies may affect Customer's use of certain sites). In addition, Level365 or others may use small bits of code called "one-pixel gifs" or "clear gifs" embedded in some web pages to make cookies more effective.

Level365 has put in place physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information Level365 collects online. However, no transmission of data over the Internet is guaranteed to be completely secure. While Level365 strives to protect Customer's information, Level365 cannot guarantee or warrant the security of any information Customer transmits to Level365. Any such transmission is done at Customer's own risk. Neither people nor security systems are foolproof, and people can commit intentional crimes, make mistakes or fail to follow policies. Although Level365 takes certain precautions, Level365 does not guarantee security. Additionally, it may be possible for third parties to intercept or access transmissions or private communications unlawfully. Customer assumes the risk of any failure of security and agrees to do what Customer reasonably can to promote security.

Notwithstanding the above policies and guidelines, there are Federal Communications Commission rules governing the access, use and disclosure of certain information that Level365 obtains from you if it provides VoIP services to you. ("Level365 Business Voice Services" including, but not limited to, "Integrated Voice" and "Hosted Voice" are VoIP services.) This information is known as Customer Proprietary Network Information ("CPNI"). You have the right to restrict Level365 from accessing, using or disclosing CPNI in certain circumstances. If you receive VoIP services from Level365, please refer to Section 5 of the Level365 Business Voice Services addendum or www.Level365.net/tos for additional information regarding your CPNI rights.

3. Acceptable Use Limitations and Guidelines:

- 3.1. Bandwidth:** As an ISP, Level365's financial liability is partially determined by the amount of bandwidth customers utilize. Level365 can normally balance that cost and utilization while continuing to provide great service to all customers. Customers will not be charged for the bandwidth consumed, nor does Level365 have specific limits or caps on that bandwidth. However, if Customer utilizes any of Customer's Level365 services in a manner that consumes excessive bandwidth or otherwise negatively affects Level365's core equipment, overall network performance, or other users' services, Level365 may require that Customer cease or alter these activities.
- 3.2. Lawful, Worthwhile and Ethical Use Only:** Level365 Communications services and facilities may be used only for lawful, worthwhile and ethical purposes. Your transmission, distribution, request to receive or storage of any material over the Level365 network or by means of a Level365 service (directly or indirectly) shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be used in connection with a civil or criminal violation of any local, state, federal or international law, statute, ordinance, regulation or government requirement (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; theft; fraud; forgery; or misappropriation of funds, credit cards, or personal information); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing or be construed as an attempt to inflict emotional distress; (d) be obscene or contain pornography; and (e) contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including, without limitation, "Pirated software", "Hackers programs or archives", "WareZ Sites", "IRC Bots", or "MP3."
- 3.3. Spamming Prohibited:** You may not distribute unsolicited commercial or informational messages ("spam") or take any other action that imposes an unreasonable or disproportionately large load on our infrastructure. At our option and without further notice, we may use anti-spam technologies, such as automatic word and spam filters, that may terminate your messages without delivering them or prevent messages from reaching you. The following are expressly prohibited: (a) excessive usage of CPU time or storage space; (b) use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for your own account; (c) use of another site's mail server to send out unsolicited commercial or informational messages that reference a Level365 site or cause others to reply to a Level365 address or to use another site's mail server to relay mail without the express permission of the site; and (d) sending chain mail, charity requests, petitions for signatures, commercial advertising, informational announcements or unsolicited mail messages that in Level365 sole discretion might reasonably be expected to provoke complaints.
- 3.4. Open Mail Relays Prohibited:** You may not use any portion of our services to facilitate, implement or permit e-mail relay services for third parties (i.e., "open mail relay").
- 3.5. Misuse of Level365 Communications Network or Services Prohibited:** You may not without authorization do or attempt to do any of the following: (a) forge any TCP/IP packet header (or any part of the header information in an email or a newsgroup posting) or gain access to any account or computer resource not belonging to you (e.g., "spoofing") or otherwise hack, crack into, monitor, access, use, probe, or scan without authorization any system, network, data, traffic or security authentication measure; (b) obtain or attempt to obtain service by any means or device with intent to avoid payment; (c) access, alter, or destroy any information of any Level365 Communications customers or end-users by any means or device; (d) engage in any activities that will interfere with or cause a denial-of-service to any Level365 Communications customer or end-user or other Internet user, host or network (e.g., synchronized number sequence attacks, broadcast attacks, mail bombing, flooding, or deliberate attempts to overload a system); (e) use Level365 Communications products or services in violation of law or in aid of any unlawful act; (f) post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which violate the rules of such newsgroup, forum, or list or are off-topic according to the charter or other owner-published FAQ or description of the group, forum or list; (g) engage in any prohibited activities using the service of another provider, but channeling such activities through a Level365 related server, or using a Level365 related server as a mail drop for responses; (h) resell access to CGI scripts installed on our servers; (i) falsify user information provided to Level365 Communications or to other users of the service in connection with use of a Level365 Communications service; or (j) permit any open mail relay condition to exist in any SMTP mail server which you maintain on Level365 network.
- 3.6. RESELLING OR MULTI-TENANT USE OF DSL SERVICE**
- 3.6.1. RESALE PROHIBITED:** You may not resell the Service in whole or in part to any third party, unless you have entered into a reseller agreement with us. You further agree that you will not, directly or indirectly, use the Service in whole or in any part to provide any form of service generally associated with an Internet service provider, or otherwise be in competition with us. This service may not be shared in a multi-tenant environment unless prescribed in service agreement.
- 3.7. CONSEQUENCES**
- 3.7.1. Suspension, Termination or Other Action:** Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service (in whole or in part), or other action appropriate to the violation, as determined by Level365 Communications in its sole discretion. We reserve the right to take any such action without notice at any time, as determined by us in our sole discretion. Level365 Communications may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this Policy (even if, upon investigation, no violation is found). You will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to your violation of this Policy, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorneys fees or other costs or damages incurred by us.
- 3.8. INTERPRETATION**
- 3.8.1. Policy Not Exhaustive:** The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited. We reserve the right at all times to prohibit activities that damage our commercial reputation and goodwill or affect the quality of our services or our ability to provide services.
- 3.9. MODIFICATION**
- 3.9.1. Acceptable Use Policy May Be Modified at Any Time:** Level365 reserves the right to modify any provision of this Policy at any time without notice. Revisions will be effective when posted to the Level365 public website or otherwise distributed generally to Level365 customers.

3.10. REPORTING NETWORK ABUSE

3.10.1. Reports and Complaints: Any party seeking to report any violations of Level365 Communications Policy may contact Level365 Communications via e-mail: abuse@level365.com.

4. Source Addresses: All Internet Protocol datagrams that traverse Level365 infrastructure are required to have valid information in the source address field of the outermost header. Customer may only emit Internet Protocol datagrams whose source address used in the outermost header satisfies one of the following conditions:
 - 4.1. Level365 has allocated the address to Customer.
 - 4.2. Customer has made previous arrangements with Level365 to permit the use of Provider Independent address space across Customer's connection. Failure to abide by this requirement is a violation of this Agreement.
5. Personnel Abuse: Personal threats, sexual harassment, profanity and vulgarities of any sort directed toward Level365 personnel are a violation and grounds for termination of this Agreement.
6. Support: The technical support that Level365 provides is limited to the services that Level365 provides and assistance with configuring Customer's computer and/or browser and email applications to work with Level365's services. Support for other applications and uses is not provided or implied unless specifically contracted.
7. Account Information and Password Policy: Upon account creation Customer will receive a username and password and other account information. Customer and members of Customer's business are the authorized users of Level365 services and must comply with this Agreement. Customer must protect Customer's account by guarding Customer's password carefully. Customer is responsible for all use of Customer's account(s) and for the confidentiality of any password selected by Customer. Level365 will suspend or modify Customer's account(s) as soon as practicable after notification from Customer that a password has been lost, stolen or otherwise compromised. Customer must notify Level365 immediately if Customer believes Customer's account may be compromised.
8. Accounts Receivable, Billing and Invoicing: All account payments are processed by Level365 Holdings, LLC.

Bills are due and payable within twenty-five (25) days of receipt of invoice by the Customer. Customer will be subject to a late payment fee of 5% of the monthly fee or \$15.00 whichever is greater if a payment is 5 days or more past due. The late payment charge will be calculated according to the prevailing collections policy in place by Level365 or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by such jurisdiction. Level365 reserves the right to perform a credit/background check as part of the qualification process prior to order placement or at any other time at Level365's sole discretion and to either cancel the order without liability to either party or require prepayment of up to 90 days worth of service fees based on the results of this check.

Bill Accounts will be invoiced 30 days prior to the end of each regular monthly service period. Exceptions may include the initial or final invoice for a particular service. A pro-rated portion of the first month's Service will be included on the first invoice plus the next month's Service in advance. Non-recurring charges will be included on the invoice for the applicable installation or Service changes as directed by Customer. Payment is due upon receipt for the service period billed, as indicated by the invoice's Due Date. All payments will be applied to the oldest unpaid invoice in relation to the Customer account's bill cycle. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there will be a Returned Payment Fee of thirty-five dollars (\$35).

9. Account Billing: Billing will commence on Customer's Activation Date (i.e. the day Level365's vendor declares Customer's circuit or Voice Services installed, inbound switch completed, Domain Hosting, or other service account created.) Customer will be financially responsible for all service time thereafter unless Level365 is notified within a timely manner of an outstanding issue, which Level365 deems to justify service credit. All additions to Customer's existing service package are recognized as non-refundable regardless of usage. Service fees may include applicable state and federal taxes and fees in addition to the advertised rate.

Level365 charges for its service continuously regardless of whether or not Customer is using it because Level365 continues to maintain Customer's connection, reserve IP space, accept mail and keep files Customer has saved in Customer's account on Level365's servers. This is also true of accounts that are suspended (denied access) due to non-payment.
10. Invoices and Payment: Accounts may be setup for credit card auto-renewal at the sole discretion of Level365, using the credit card information provided during the order process. To update Customer's credit card information or turn on or off the auto-renewal of Customer's account, please visit <http://level365.freshbooks.com> (login required). Level365 will make every effort to process auto-renew payments from Customer's credit card or checking account 7 days prior to each invoice's due date. Level365 reserves the right to charge the credit card on file if Customer's check payment is canceled, fails to process through the Automated Clearing House (ACH), or if Customer's account, regardless of auto-renew status, remains past due.

Accounts may be invoiced via email unless a physical paper invoice is requested for an additional charge per invoice.

11. Late Payment and Billing Disputes: Acceptance of late or partial payments (even if marked "Paid in Full" or with other such verbiage) shall not waive any of Level365's rights to collect the full amount of Customer's charges for the Service. Customer must notify Level365 in writing within ten (10) days after receiving Customer's Invoice if Customer disputes any Level365 charges on that Invoice or such dispute will be deemed waived. Billing disputes should be directed to Level365 in one of the following manners:

Email: support@Level365.net

Online: <http://level365.freshbooks.com> [login required]

Telephone: 1-317-810-0024

Customer agrees to reimburse Level365 for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through Customer's credit card, Level365 will charge Customer an additional \$35.00. If the state law where Customer receives the Service requires a different fee, Level365 will charge Customer that amount.

12. Term: This Agreement commences on the Effective Date, and continues through the latest expiration of all Order Form or Service Term(s) subject to this Agreement, unless earlier terminated as provided herein.
13. Termination: Level365 reserves the right to terminate Bill Accounts that remain past due at its final discretion. Upon termination, services on the account will be discontinued and all files will be removed from Level365's servers without further notice. Any applicable Disconnection Fees will be applied and due at that time.

If Customer wishes to reinstate service with Level365, Customer will be required to pay all outstanding charges from the inception of Customer's service continuously to the current month, which is always paid in advance. If Customer's account is permanently deleted, Customer's username may be reassigned. If Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of order placement, as well as any pertinent outstanding charges from Customer's former account.

Level365 has the right to terminate Customer's service at its sole discretion as determined by Level365's Acceptable Use Policy. Customers within an active service term that are terminated due to violation of Level365's Acceptable Use Policy and Limitations or that are past due will be assessed a standard Disconnection Fee. All customers terminated for any of these reasons are liable for any and all outstanding funds due to Level365 at the time of service termination, including but not limited to rendered service, hardware and installation fees.

Should Customer opt to terminate Customer's Level365 service(s), Customer must contact Level365 via telephone or vis the support tab at <http://www.level365.com> (login required) on the date Customer wishes the termination to take effect. All disconnection requests will be processed on the date the request is received. This applies to both total account and single service terminations. Broadband services are also subject to Level365's Disconnection Policy.

Level365 reserves the right to modify this Agreement. and if Customer does not agree with any modification or addition to the Agreement, Customer may terminate Customer's subscription as provided by the Termination Policy set out above. If Customer does choose to terminate Customer's service on the basis of a modification in the Agreement, Customer is responsible for all outstanding funds due to Level365 at the time of the termination. Monthly service fees will be pro-rated and customer agrees that the Level365 has the right to determine what is owed in the final invoice.

Level365 may change this Agreement from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in this Agreement. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES.

- 14. Limitation of Liability and Remedies:** Customer assumes full responsibility and risk for Customer's use of the service and of Customer's account. Level365 nor any of its subsidiaries, affiliates, officers, employees, agents, partners or licensors are not liable for any costs, expenses, losses, or damages, either general, special, actual, consequential, or incidental, that Customer may suffer or that some other person may suffer and claim against Customer resulting from the following: use, misuse, or service outage; customer provided hardware; Customer's actions or activities, whether legal or illegal; the actions or activities of any other Level365 customer, whether legal or illegal; or any other goods or services provided by Level365 or any of its vendors.

If Customer's state laws prevent Customer from taking full responsibility for Customer's use of the service, Level365's liability is limited to the greatest extent allowed by law. In any event, Level365's liability to Customer under this Agreement or in relation to any matter in any way connected with this Agreement, for any and all types of damages, in no event shall exceed the amount of service fees that Customer has paid to Level365 in the year preceding Customer's notice of any claim to Level365, or the affected period, whichever is greater.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, LEVEL365 SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER ANY CUSTOMER ORDER OR THESE TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED THOSE ARISING FROM LEVEL365'S FAILURE TO MEET AN INSTALLATION DATE (EXPEDITED OR OTHERWISE) REGARDLESS OF WHETHER LEVEL365 HAS BEEN INFORMED OF THE POSSIBILITY OF THE LIKELIHOOD OF SUCH DAMAGES.

- 15. Disclaimer of Warranties:** Level365 makes no express or implied warranties (including warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose), representations, or endorsements regarding its service or related equipment or software, or any third party material available through the service. Furthermore, the service, equipment and software are provided on an "as is, as available" basis -- LEVEL365 DOES NOT WARRANT THAT THEY WILL BE UNINTERRUPTED OR ARE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.
- 16. Force Majeure:** Level365's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.
- 17. Indemnity:** CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD LEVEL365 HARMLESS FROM ANY LOSS, DAMAGE AND OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM CUSTOMER'S VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO CUSTOMER'S ACCOUNT.
- 18. Governing Law:** Customer agrees that this Agreement shall be governed by the laws of the State of Indiana with regard to its rules on conflicts of laws.
- 19. Dispute Resolution By Binding Arbitration:** Any dispute or claim between Customer and LEVEL365 arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Indianapolis, Indiana and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join a punitive or certified any class action to of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.
- 20. Copyright, Trademark & Unauthorized Use:** All Services, information, documents and materials on Level365's website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Level365 are and shall remain the exclusive property of Level365 and nothing in this Agreement shall grant Customer the right or license to use any of such marks.
- 21. Final Qualification:** Level365 is committed to providing quality Internet services. However, Level365 is not ultimately responsible for the quality of Customer's actual computer or any modifications Customer makes to any equipment Level365 supplies. Level365 is committed to solving Customer's problems but Level365 is not responsible for failings in individual Operating Systems and custom configuration of Operating Systems, Operating System components, software, network hardware, or inside wiring. Although Level365 wishes to provide a solution to every customer, Level365 reserves final rights in providing service and final discretion in all decisions.
- 22. Amendment:** This Agreement, and any Service Addendum or Service Order, may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party if by Customer, or by notice from Level365 as described herein if by Level365. Without limiting the generality of the foregoing, any handwritten changes to a Service Order shall be void unless acknowledged and approved in writing by a duly authorized representative of each party.

- 23.** Use of Name, Logo, Quotes & Case Studies. Customer extends to Level365 the right to use, copy, transmit, display, and distribute Customer name, logo, quotes, case studies and testimonials in connection with Level365 products. Such use shall include but not be limited to, sales collateral, websites, PR, advertising and other associated activities involving applicable external communications, using all media known and hereafter developed. Customer will have the pre-approval of all uses of Customer logos, as well as quotes, communication and messaging related to Customer. Customer agrees to provide comments of approval or changes within 48-hours of receipt or request for such approval.
- 24.** Entire Agreement. This Agreement, including any future Service Addendum(s) and Service 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, which are of no further force or effect. The Service Addendums are included below in Attachments A through C and are hereby made integral parts of this Agreement.
- 25.** Service Orders. By signing a Service Order form, Customer agrees to pay all charges incurred on Customers Level365 Holdings, LLC and/or Level365 Communications (Collectively "Level365") account(s) as described therein and any applicable Regulatory Compliance Fees and all applicable government mandated taxes, fees, and/or surcharges, or similar liabilities, by the stated due date and to adhere to all of the terms and conditions stated in the Level365 Master Service Agreement and its Addendum(s), and promotional offerings and the terms and conditions included with the Service Order and its Appendices (collectively the "Agreement") which are hereby incorporated by reference. Customer also authorizes Level365 to obtain any credit information necessary and/or Customer proprietary network information, necessary to provision the Level365 Service and to establish this Level365 account, and authorizes release of said information by any and all third parties to Level365. Further, Customer represents that he/she is authorized to approve and accept the responsibility of the terms and conditions therein.

All initial upfront charges are due and payable by Customer according to the terms and conditions of the Service Order. Delays in payment may result in Service activation delays. Service Order may not reflect all applicable Regulatory Compliance Fees and government mandated taxes, fees, and/or surcharges, or similar liabilities that may be applicable to the Services or the hardware which Customer will be responsible for paying.

Upon receipt of the Service Order executed by Customer, if Level365 determines (in its sole discretion) to accept the Service Order, Level365 will return a copy of the Service Order fully executed with Level365's representative's signature. Level365 will become obligated to deliver ordered Service subject to the Master Service Agreement, its Addendum(s) and the Service Order only if Level365 has returned to Customer a copy of the Service Order fully executed with Level365's representative's signature.

- 26.** Miscellaneous.
- 26.1.** Delay. If, at any time after execution of a Service Order, Customer causes a delay in Service installation or port dates, Customer shall be responsible for any additional cost and fees incurred by Level365 or Customer as a result of this delay.
- 26.2.** Warranty. Level365 provided equipment may be covered by the original manufacturer's warranty. Level365 assumes no liability for any equipment, Level365 provided or otherwise.
- 26.3.** Prepayment For Hardware. For hardware costs exceeding \$250, Level365 will schedule the delivery of hardware and provisioning of Services upon Level365's receipt of payment from Customer for 100% of the hardware charges and according to the other terms and conditions of this Agreement, its Addendum(s) and Service Order(s).
- 26.4.** Customer Provided Hardware. If Customer has opted to provide its own equipment, Customer will be solely responsible for procuring any firmware licenses and/or updates and Level365 shall have no obligation to provide such firmware licenses or upgrades.
- 26.5.** Regulatory Compliance Fees. Customer may be charged a monthly Regulatory Compliance Fee equal to 7.00% of all Broadband Services charges plus \$3.55 per seat or line of Voice Services.
- 26.6.** Cost Recovery Fee. For Service ordered after January 1, 2010, to the extent that Customer's Service Order indicates that hardware or service received by Customer has been provided by Level365 at a discounted cost to Customer or that hardware or service is eligible for a rebate, then, to the extent that Customer opts to terminate Customer's service with Level365 following any applicable Trial Period or without benefit of eligibility under any Service Guarantee or fails to comply with the provisions of those programs concerning the return of CPE, or that Level365 terminates Customer's service for non-payment or any other violation of the Agreement and that such termination occurs prior to the completion of that service's initial service term then Level365 shall charge to Customer, and Customer shall pay to Level365, in addition to any eligible Termination Charges and/or other cancellation fees, a Cost Recovery Fee, as indicated in the table below, for each piece of hardware or CPE provided to Customer by Level365 for use with the canceled service. The Cost Recovery Fee is to recover ancillary costs and expenses associated with the provision of the hardware or CPE including, but not limited to, any hardware or CPE costs discounted or rebated to Customer by Level365 or its vendors. In no event shall the Cost Recovery Fee be seen to be a Termination Charge or other form of cancellation fee.

Hardware or CPE	Cost Recovery Fee
Broadband Modem/Gateway/Router or IAD	\$50
Basic IP Phone	\$100
Advanced IP Phone	\$200
Application Layer Gateway	\$300
All other hardware or CPE	\$200