

PRIVATE LABEL SERVICE EXHIBIT***Interconnected VoIP Services***

The following terms are applicable to Customer's Interconnected VoIP Services and together with the Master Service Agreement ("MSA) and the Incorporated Agreements constitutes the entire agreement between Customer and Evolve IP pursuant to "Incorporated Agreements" section of the MSA. The FCC defines Interconnected VoIP services as those that a) enable real-time, two-way voice communications; b) require a broadband connection from the user's locations; c) require IP-compatible customer premise equipment; and 4) permit users to receive calls from and terminate calls to the public switched telephone network ("PSTN"). Evolve IP's Interconnected VoIP Services include, but are not limited to, Evolved Office: HPBX and SIP Trunking. Capitalized terms in these Additional Terms will have the same meaning given to them in the MSA or the Incorporated Agreements, unless a different definition is provided below.

1. Line Number Management – Domestic Telephone Numbers. Evolve IP will make commercially reasonable efforts to provide new telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Service. Where Customer desires to provide and/or port its own or its End User's own pre-existing telephone numbers to the Service, Evolve IP shall be entitled in its reasonable discretion to reject any telephone numbers proposed to be supplied by Customer; provided however, that Evolve IP shall not unreasonably reject any telephone numbers and shall provide Customer upon request with a written explanation as to the reasons for such rejection. In the event a telephone number port is rejected, Evolve IP will provide Customer with all information pertaining to the rejection so that Customer can work with the incumbent telephone number provider to cure the cause of the rejection. Based exclusively upon information provided by Customer, Evolve IP will register telephone numbers provided to Customer for use in connection with the Service with the appropriate 911 authority. Evolve IP will also assist in the porting of Customer's or any End User's telephone numbers and/or the assignment of new telephone numbers as applicable and where available, and both Parties agree and understand that the End User shall retain all right, title, and interest to such telephone numbers. Prior to each number portability request, Customer shall submit a valid letter of authorization ("LOA") on a form provided by and/or acceptable to Evolve IP that has been executed by an authorized Customer contact. Evolve IP will not attempt to port a telephone number without a valid LOA and other documentation as reasonably necessary to effectuate a port; Evolve IP shall be entitled in its reasonable discretion to deny porting any number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each telephone number being ported, in addition to any other charges applicable to the Service, Customer shall pay non-recurring porting charges to Evolve IP. Customer shall protect, defend, indemnify, and hold harmless Evolve IP, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs or other documentation relating to number portability.

2. Line Number Management – International Telephone Numbers. Evolve IP will make commercially reasonable efforts to provide new international telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Service. Where Customer desires to provide and/or port its own or its End User's own pre-existing international telephone numbers to the Service, Evolve IP shall be entitled in its reasonable discretion to reject any international telephone numbers proposed to be supplied by Customer; provided however, that Evolve IP shall not unreasonably reject any international telephone numbers and shall provide Customer upon request with a written explanation as to the reasons for such rejection. In the event an international telephone number port is rejected, Evolve IP will provide Customer with all information pertaining to the rejection so that Customer can work with the incumbent telephone number provider to cure the cause of the rejection. Both Parties agree and understand that Customer nor any End User shall not retain any right, title, and interest to such international telephone numbers. Prior to each international telephone number portability request, Customer shall submit a valid letter of authorization ("LOA") on a form provided by and/or acceptable to Evolve IP that has been executed by an authorized Customer contact. Evolve IP will not attempt to port an international telephone number without a valid LOA and other documentation as reasonably necessary to effectuate a port; Evolve IP shall be entitled in its reasonable discretion to deny porting any international telephone number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each international telephone number being ported, in addition to any other charges applicable to the Service, Customer shall pay non-recurring porting charges to Evolve IP. **Customer understands and agrees that Evolve IP's international voice Service does not support 999, 911, E911 or other emergency response calling functionality.** Additionally, Evolve IP's international voice Service supports only inbound calling from the Public Switched Telephone Network ("PSTN") to either a) new DIDs provided by Evolve IP or b) to pre-existing international telephone numbers that were ported into Evolve IP for use in conjunction with the Service. All outbound calls from Customer's international location will be rated at Evolve IP's then current international termination rate schedule. Evolve IP may, upon ten (10) days' prior written or electronic notice, reclaim any international telephone numbers that (i) have not be used to pass traffic within the immediately preceding one hundred twenty (120) day period (or such shorter period as otherwise required by law); (ii) are required to be reclaimed pursuant to a change in the national number plan in the local country of such international country; or (iii) Evolve IP is otherwise required to do so by any relevant regulatory or governing body. Evolve IP will use reasonable efforts to provide Customer with thirty (30) days advanced written or electronic notice if Evolve IP discontinues international voice Services in a particular country. Customer shall protect, defend, indemnify, and hold harmless Evolve IP, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs or other documentation relating to international number portability.

3. Service Limitations. Customer's use of "unlimited" local and long distance calling as a feature of the Service at the MRC stated in the Sales Order presumes industry standard utilization of such features by commercial customers or based on comparison of such use to other Evolve IP customers as determined by Evolve IP in its sole discretion. In the event that Customer makes excessive use of the local and long distance calling feature, Evolve IP

shall be entitled in its sole discretion to assess additional charges with respect to such excess utilization and/or suspend the Service. Customers utilizing auto-dialing technology (e.g., predictive dialers) will also be subject to additional charges and/or suspension of the Service in Evolve IP's sole discretion.

4. Fraud. Customer shall not be excused from paying for Services on the basis that fraudulent calls or other usage of the Service comprised a portion (or all) of Customer's utilization of the Service. Customer shall protect, defend, indemnify, and hold harmless Evolve IP, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to fraudulent calls or usage of the Service. Evolve IP shall be entitled to take immediate action without notice or liability to Customer as it deems necessary in its sole discretion to prevent fraudulent calls or other usage of the Service; provided, however, that Evolve IP is under no obligation to undertake such action.

5. Representations and Warranties Associated with Emergency Calling Services. The following section applies ONLY TO "INTERCONNECTED VOIP SERVICES" AS DEFINED BY THE FCC IN 47 C.F.R. § 9.3, I.E., TO THOSE SERVICES THAT ALLOW FOR TWO-WAY – ORIGINATION **AND** TERMINATION – OF REAL-TIME, VOICE TELEPHONE CALLS ON THE PUBLIC SWITCHED TELEPHONE NETWORK USING A BROADBAND INTERCONNECTION AND SPECIALIZED CUSTOMER PREMISES EQUIPMENT. CUSTOMER IS AWARE THAT E911 SERVICE PROVIDED BY EVOLVE IP DIFFERS IN IMPORTANT WAYS FROM TRADITIONAL WIRELINE E911 SERVICE AND SUCH LIMITATIONS ARE DESCRIBED THROUGHOUT THIS SECTION.

(a) Emergency calling services ("911 Services") are provided with the Service. Customer is also responsible for the payment of a ny and all applicable surcharges relating to the provision of 911 Services that may be due to any municipality, state, or other jurisdiction. Although Evolve IP will endeavor to complete emergency calls placed by a user through End User's Service (provided that such calls are delivered to Evolve IP's Network), such calls will be delivered to the appropriate Public Safety Answering Point ("PSAP") based upon the Registered Location information associated with the originating telephone number as provided by Customer.

(b) 911 SERVICES ARE OFFERED SOLELY AS AN AID IN CONTACTING AN APPROPRIATE PSAP IN CONNECTION WITH FIRE, POLICE, AND OTHER EMERGENCIES. EVOLVE IP AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS, OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED, OR ASSERTED BY CUSTOMER, ANY END USER, OR BY ANY OTHER PARTY OR PERSON OR ENTITY FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, OR FOR ANY LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER, END USERS OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (1) MISTAKES, OMISSIONS, INTERRUPTIONS, SERVICE OUTAGES, DELAYS, ERRORS, OR OTHER DEFECTS IN THE PROVISION OF 911 SERVICES, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION, LOCATION, OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THE SERVICE.

(c) EVOLVE IP MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO THE 911 SERVICES, AND ALL REPRESENTATIONS, WARRANTIES OR AGREEMENTS ARE HEREBY EXCLUDED AND DISCLAIMED. EVOLVE IP IS ALSO NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION, LOCATION, OR USE OF 911 SERVICES AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY EVOLVE IP INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS, OR NAME ASSOCIATED WITH THE PHONE, SYSTEM, OR HANDSET USED BY THE PARTY OR PARTIES ACCESSING 911 SERVICES, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF EVOLVE IP, ITS SUPPLIERS, CUSTOMER, ITS USERS, ANY AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING.

(d) CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS EVOLVE IP, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITIES, ALLEGATIONS, CLAIMS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS), JUDGMENTS, AND CAUSES OF ACTION ARISING FROM OR RELATED TO EVOLVE IP'S PROVISION OF E911 SERVICE.

(e) Customer expressly acknowledging that Customer understands all of the limitations associated with Evolve IP's provision of E911 service and agrees to all of the limitations described herein.

(f) Customer agrees to (i) notify each End User of the E911 limitations described herein, and (ii) have each End User execute an "Emergency Calling Notice of 911 and E911 Service Limitations" agreement similar to the one that is attached hereto as Schedule A.

(g) In the event that an End User moves a telephone handset to a new location, Customer agrees that it will provide the new location information to Evolve IP so that Evolve IP can update the relevant emergency calling databases.

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Schedule A**EMERGENCY CALLING NOTICE OF 911 AND E911 SERVICE LIMITATIONS**

We are required by Federal law to obtain your affirmative acknowledgement that you have read and understand the limitations detailed below concerning Evolve IP, LLC's (hereinafter "Evolve IP") provision of emergency calling services. The Evolve IP service does not offer 911 or E-911 emergency services like the services that you get from a telephone company. You acknowledge and understand that Evolve IP does not support traditional 911 and E-911 access to emergency services. Traditional 911 services automatically route your calls to a trained 911 dispatcher, available on a 24 hour basis, using special answering facilities at the local Public Safety Answering Point (PSAP) for your location. Traditional E-911 services automatically provide to the PSAPs the calling party's call back number and location.

Evolve IP's limited emergency services differ from traditional emergency services that you receive from the telephone company in several important ways described below. We recommend that you inform all employees, visitors, and other third parties who may be present where the Evolve IP services will be used of these limitations.

- (i) UNDER CERTAIN CIRCUMSTANCES, EMERGENCY DIALING SERVICE MAY NOT BE AVAILABLE TO YOU. FOR EXAMPLE, IF YOUR BROADBAND CONNECTION IS NOT FUNCTIONING, IF THERE IS AN ELECTRICAL POWER OUTAGE, OR IF YOUR BROADBAND SERVICE OR VOIP SERVICE IS DISCONNECTED FOR ANY REASON WHATSOEVER, INCLUDING DISCONNECTION OR AN OUTAGE RESULTING FROM FAILURE TO PAY FOR SERVICES, YOU WILL NOT BE ABLE TO PLACE ANY CALLS INCLUDING EMERGENCY 911 CALLS.
- (ii) YOUR EMERGENCY DIALING SERVICE MAY NOT FUNCTION OR MAY NOT DELIVER EMERGENCY CALLS IN A TIMELY MANNER IF THERE IS NETWORK CONGESTION OR ANY OTHER SLOW DOWN ASSOCIATED WITH YOUR BROADBAND CONNECTION.
- (iii) YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ENSURING THAT EVOLVEIP IS NOTIFIED IN WRITING IMMEDIATELY UPON ANY ADDRESS CHANGE WITH RESPECT TO ANY USER OR HANDSET FROM THE ADDRESS PROVIDED BY YOU AS THE PRIMARY LOCATION THEREFOR. YOU ACKNOWLEDGE AND AGREE THAT EVOLVE IP WILL RELY UPON YOUR PROVISION OF ADDRESS INFORMATION WITH RESPECT TO A USER OR HANDSET LOCATION IN REGISTERING WITH THE DATABASES ON WHICH EMERGENCY CALL TAKERS RELY AND THAT ANY FAILURE ON THE PART OF YOU TO PROVIDE UPDATED INFORMATION IMMEDIATELY UPON A CHANGE TO SUCH INFORMATION COULD HAVE SIGNIFICANT CONSEQUENCES FOR YOU AND/OR YOUR USERS.
- (iv) IF YOU PROVIDE AN INCORRECT ADDRESS FOR THE DELIVERY OF EMERGENCY SERVICES OR MOVE THE DEVICE(S) ASSOCIATED WITH THE SERVICE AND DO NOT PROVIDE EVOLVE IP WITH UPDATED ADDRESS INFORMATION, THE 911 CALL WILL BE ROUTED, IF AT ALL, TO THE INCORRECT PSAP AND THE EMERGENCY CALL TAKER WILL RECEIVE INCORRECT ADDRESS INFORMATION, TO THE EXTENT THE CALL TAKER RECEIVES SUCH INFORMATION AT ALL. MOREOVER, THE EMERGENCY CALL TAKER MAY NOT BE CAPABLE OF ROUTING THE EMERGENCY CALL TO THE APPROPRIATE PSAP. YOU FURTHER RECOGNIZE THAT IT MAY TAKE UP TO FIVE (5) BUSINESS DAYS FOR NEWLY PROVIDED LOCATION INFORMATION TO BE POPULATED IN THE RELEVANT DATABASES SUCH THAT DURING THIS FIVE (5) DAY BUSINESS PERIOD EMERGENCY CALL OPERATORS MAY RECEIVE INACCURATE LOCATION INFORMATION.
- (v) IN THE EVENT THAT YOU DO NOT NOTIFY EVOLVE IP IN WRITING OF AN ADDRESS CHANGE WITH RESPECT TO A USER OR HANDSET, AND YOU ARE USING AN OUT OF RATE CENTER TELEPHONE NUMBER, EMERGENCY SERVICE PERSONNEL CANNOT AUTOMATICALLY TRACK YOUR LOCATION THROUGH OUR SYSTEM AND IT IS THEREFORE IMPORTANT THAT YOU KEEP YOUR LOCATION REGISTRATION UPDATED. FOR EXAMPLE, IF YOU LIVE AND USE YOUR HANDSET IN PHILADELPHIA, PENNSYLVANIA FROM THE 215/267 AREA CODES, BUT YOUR ASSIGNED TELEPHONE NUMBER HAS AN AREA CODE OF 212, A NUMBER USUALLY FOR NEW YORK CITY, WHEN YOU DIAL 911, YOU MAY NOT BE ABLE TO REACH ANY EMERGENCY PERSONNEL. EVEN IF YOU DO REACH EMERGENCY PERSONNEL, YOU WILL NOT BE CALLING THE EMERGENCY PERSONNEL NEAR YOUR ACTUAL LOCATION (THE PHILADELPHIA CALLER MAY BE CALLING EMERGENCY SERVICES LOCATED IN NEW YORK) AND THE EMERGENCY PERSONNEL MAY NOT BE ABLE TO TRANSFER YOUR CALL OR RESPOND TO YOUR EMERGENCY.
- (vi) UNDER CERTAIN CIRCUMSTANCES – HIGH VOLUME USAGE, NETWORK MAINTENANCE OR OTHER SITUATIONS THAT LEAD TO EMERGENCY CALL FAILURES – EVOLVE IP'S EMERGENCY SERVICES MAY BE ROUTED TO A GENERAL OR ADMINISTRATIVE NUMBER OF THE EMERGENCY CALL TAKER OR A LOCAL EMERGENCY SERVICE PROVIDER AND WILL NOT NECESSARILY BE ROUTED TO A TRAINED DISPATCHER. IN ADDITION, SERVICES MAY NOT BE AVAILABLE ON A 24 HOUR BASIS, YOU MAY EXPERIENCE A BUSY SIGNAL, OR YOU MAY NOT BE ABLE TO REACH ANY EMERGENCY SERVICES PERSONNEL AT ALL.
- (vii) UNDER CERTAIN CIRCUMSTANCES – HIGH VOLUME USAGE, NETWORK MAINTENANCE OR OTHER SITUATIONS THAT LEAD TO EMERGENCY CALL FAILURES – EVOLVE IP'S EMERGENCY SERVICES MAY BE ROUTED TO A NATIONAL CALL CENTER. WHILE THIS CALL CENTER IS STAFFED 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR WITH TRAINED EMERGENCY CALL TAKERS, THE CALL TAKER

MAY NOT BE ABLE TO TRANSFER YOUR CALL TO THE APPROPRIATE LOCAL EMERGENCY CALL TAKER LOCATION DELAYING THE DISPATCH AND RECEIPT OF EMERGENCY SERVICES. UNDER CERTAIN CIRCUMSTANCES, EMERGENCY CALL TAKERS IN THE NATIONAL CALL CENTER MAY NOT HAVE ACCESS TO YOUR TELEPHONE NUMBER AND LOCATION INFORMATION REQUIRING YOU TO PROVIDE SUCH INFORMATION. IF THE CALL IS DROPPED OR LOST FOR ANY REASON, THE EMERGENCY CALL TAKER MAY NOT BE ABLE TO CALL YOU BACK OR DISPATCH ASSISTANCE.

- (viii) YOU AGREE TO ALERT ALL EMPLOYEES, CONTRACTORS, GUESTS AND OTHER THIRD PARTIES OF ALL THESE LIMITATIONS AND YOU AGREE TO MAINTAIN AN ALTERNATIVE MEANS TO ACCESS E911 SERVICES.
- (ix) YOU ACKNOWLEDGES AND AGREE THAT EMERGENCY DIALING WILL NOT WORK WITH A SOFT CLIENT (A/K/A “SOFT PHONE”).
- (x) YOU ACKNOWLEDGE AND AGREE THAT ON AN “EXTENSION-ONLY PHONE” OR A “SHARED CALL APPEARANCE-ONLY PHONE”, THE EMERGENCY SERVICES PERSONNEL RESPONDING TO A 911 CALL DIALED FROM ONE OF THOSE PHONES WILL ONLY SEE THE PHYSICAL ADDRESS OF THE MAIN LOCATION OF THE ACCOUNT THAT THE “EXTENSION-ONLY PHONE” OR “SHARED CALL APPEARANCE-ONLY PHONE” IS ASSOCIATED WITH. YOU WILL NEED TO MAINTAIN AN ALTERNATIVE MEANS FOR ACCESSING 911 IN AREAS WHERE AN “EXTENSION-ONLY PHONE” OR A “SHARED CALL APPEARANCE-ONLY PHONE” IS IN USE.

I have read and understand the above information regarding the limitations on the 911 and E-911 emergency services available through the Evolve IP service. I certify that I am authorized by my Company to sign and approve this disclosure.

IN WITNESS WHEREOF, [COMPANY LEGAL NAME] affirmatively acknowledges that [COMPANY LEGAL NAME] has read and understood this notice of 911 and E911 service limitations.

Agreed To and Accepted:	Agreed To and Accepted:
Evolve IP, LLC	[COMPANY LEGAL NAME]
Signature:	Signature:
Name: [NAME]	Name: [OFFICER NAME]
Title: [TITLE]	Title: [OFFICER TITLE]
Date: [CURRENT DATE]	Date: [CURRENT DATE]