MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA"), including the incorporated documents, is a contract for service, by and between Maryland Telephone Products Company Inc. (hereinafter "Maryland Telephone"), and the Customer identified below. Maryland Telephone and Customer may each be referred to as a "party" or collectively as the "Parties." The term "Agreement" shall mean this MSA, any Amendments to this MSA, any Sales Order, any Statement of Work, any Service Exhibit, and the terms and conditions incorporated herein by reference in Section 9, below.

1. Parties/Notices:

Company:	**Customer:**
Maryland Telephone 1014 Cromwell Bridge Road Towson, Maryland 21286 ATTN: **Marie Crook** E-Mail: **mcrook@mdtelephone.com**	Company: Address: ATTN: E-Mail:

Except where electronic notice is permitted herein, any notice given or made pursuant to this MSA or any Sales Order will be effective if in writing and delivered by reputable overnight courier or by certified mail, return receipt requested, and delivered at the address provided herein for each Party, or such other address as may be furnished by either Party to the other.

2. Effective Date: This MSA shall be effective on the latter of Customer or Maryland Telephone's signature of this MSA.

3. MSA Term: The term of this MSA shall commence as of the Effective Date and shall remain in effect for so long as Maryland Telephone is providing any Services to Customer (the "MSA Term"), after which either Party may terminate the MSA upon providing (60) days' prior written or electronic notice to the other Party. Notwithstanding the foregoing, Customer cannot terminate this MSA if (a) Customer is receiving any Service that is currently under term, or (b) Customer has recently submitted a Sales Order for new or additional Service.

4. Service Term: Subject to any earlier cancellation or termination pursuant to this Section, the Service with respect to any Sales Order shall be provided for the term specified in the Sales Order (the "Initial Service Term"). Unless one of the Parties provides a valid written notice of termination to the other Party on or before sixty (60) days prior to the expiration of the Initial Service Term of any Sales Order, such Sales Order shall automatically continue in full force for one or more renewal term(s) ("Renewal Service Term(s)"), equal in length to the greater of one (1) year or the Initial Service Term of such Sales Order, until a Party provides valid sixty (60) days' written or electronic notice of termination of an Sales Order in accordance with this Section or otherwise terminates a Sales Order pursuant to the Additional Terms and Conditions. The Initial Service Term together with any such Renewal Service Term(s) shall be referred to collectively as the "Service Term." To the extent that the Service Term of any Sales Order(s) extends beyond the MSA Term, this MSA shall remain in full force and effect only with respect to such Sales Order(s) until the expiration or termination of the then-current portion of the Service Term. No new Sales Orders shall be permitted during the continuation period referred to in the preceding sentence.

5. Service Activation Date. At such time that Maryland Telephone has completed the physical installation of any Maryland Telephone -Provided Equipment, has made a Service available for Customer's use, or has commenced work under a Statement of Work, such date shall constitute the "Service Activation Date." If multiple Services are contained in a Sales Order, or if a Sales Order contains multiple locations, those Services and/or locations may have different Service Activation Dates. If Maryland Telephone ships any Maryland Telephone -Provided Equipment to Customer for installation by Customer or a third party contracted by Customer, the Service Activation Date for that Maryland Telephone -Provided Equipment will be the date that the equipment arrives at Customer's location.

6. Charges. Upon Maryland Telephone's approval of a Sales Order, Customer will receive an invoice via electronic delivery for the non-recurring charges ("NRCs") applicable to the Service(s) identified on the Sales Order. Customer shall also be responsible with the first invoice and thereafter for all excise, sales, use, and other taxes, fees, surcharges, and charges and associated administrative and cost recovery fees applicable to the Service (collectively, "Taxes"), and Customer agrees to indemnify Maryland Telephone for Taxes and to hold Maryland Telephone harmless on an after-tax basis from and against any such Taxes, interest or penalties levied or asserted against them in connection therewith. Customer's first invoice following the Service Activation Date will be issued via electronic delivery and will include (i) the pro-rata portion of any applicable monthly recurring charges ("MRC") and any applicable usage-based charges, covering the period from the Service Activation Date to the first day of Customer's billing period; (ii) the first full month of MRCs, if applicable; (iii) any and all fees incurred in connection with special construction or installation activities, if applicable; and (iv) all Taxes applicable to the applicable Service(s). Thereafter, Maryland Telephone will invoice via electronic delivery, and Customer shall pay any MRC, any applicable MRC pro-rations related to changes with Customer's Services during the preceding month, any usage-based charges applicable to the Service during the preceding month, and all excise, sales, use, or other Taxes applicable to the Service(s) on a monthly basis. Notwithstanding any other provision of this MSA to the contrary, Maryland Telephone shall be entitled to increase the MRCs or usage-based charges payable by Customer with respect to any Sales Order upon thirty (30) days' prior written or electronic notice to Customer.

7. Payment. All invoices are due upon receipt ("Payment Date") payable by wire transfer in available funds. If any amount due is not received by Maryland Telephone within fifteen (1) day of the Payment Date, then, in addition to any other remedies available to Maryland Telephone (including, but

not limited to, those set forth in the Additional Terms and Conditions), Maryland Telephone may in its sole discretion: **(i)** impose a late payment fee in the amount of five percent (5%) of the unpaid amount; **(ii)** charge interest on the unpaid amount, at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable under law, commencing as of the Payment Date through the date of Maryland Telephone's receipt of payment; and/or **(iii)** require a form of security or other assurance of payment as set forth in the Additional Terms and Conditions. Except in cases involving fraud, Maryland Telephone will invoice previously unbilled charges for service if the invoice date is no later than one hundred and eighty (180) days from the end of the monthly billing period in which the charges occurred. In cases involving fraud, Maryland Telephone will invoice previously unbilled charges for any invoice where fraud is discovered regardless of the date of the invoice.

8. General Terms of Service

(a) Except in cases of default by Maryland Telephone, termination of this Agreement or any Service provided hereunder by Customer prior to expiration of the Service Term may result in Customer liability, as set forth in the Additional Terms and Conditions.

(b) **DISCLAIMER OF WARRANTIES.** MARYLAND TELEPHONE MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, INFRINGEMENT, TITLE, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICE PROVIDED OR NOT PROVIDED HEREUNDER OR DESCRIBED HEREIN. CUSTOMER ACKNOWLEDGES THE FULL DISCLAIMER OF WARRANTIES AS SET FORTH IN THE ADDITIONAL TERMS AND CONDITIONS.

(c) **INDEMNITY.** Customer shall protect, defend, indemnify, and hold harmless Maryland Telephone, 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: (i) damage to property, personal injury or death caused by Customer's fault or negligence; (ii) any breach by Customer of this Agreement; and (iii) Customer's use of the Services. Customer acknowledges the full Indemnity provisions as set forth in the Additional Terms and Conditions and/or Service Exhibits.

(d) **LIMITATION OF LIABILITY.** THIS AGREEMENT LIMITS MARYLAND TELEPHONE'S LIABILITY. CUSTOMER ACKNOWLEDGES THE FULL LIMITATION OF LIABILITY SET FORTH IN THE ADDITIONAL TERMS AND CONDITIONS.

9. Incorporated Documents. This MSA is subject to and controlled by Maryland Telephone's Additional Terms and Conditions and the service specific terms and conditions contained in the applicable Service Exhibits, all of which are attached hereto and are hereby expressly incorporated herein by this reference. Other Statements of Work, Service Exhibits, Acceptable Use Policy and other related product information not attached hereto are located at, www.mdtelephone.com as such terms may be modified from time to time and all of which are hereby expressly incorporated herein by this reference- *(Your salesperson or sales agent of Maryland Telephone can also furnish the documents to you via email upon your request).*

IN WITNESS WHEREOF, the Parties hereto have executed this MSA.

Agreed To and Accepted:	Agreed To and Accepted:
Maryland Telephone	**Company:**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

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 Maryland Telephone's provision of emergency calling services. The Maryland Telephone 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 Maryland Telephone 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.

Maryland Telephone'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 Maryland Telephone services will be used of these limitations.

(i) UNDER CERTAIN CIRCUMSTANCES, EMERGENCY DIALING SERVICE MAY NOT BE AVAILABLE TO CUSTOMER. FOR EXAMPLE, IF CUSTOMER'S BROADBAND CONNECTION IS NOT FUNCTIONING, IF THERE IS ELECTRICAL POWER OUTAGE, OR IF CUSTOMERS BROADBAND SERVICE OR VOIP SERVICE IS DISCONNECTED FOR ANY REASON WHATSOEVER, INCLUDING DISCONNECTION OR AN OUTAGE RESULTING FROM FAILURE TO PAY FOR SERVICES, CUSTOMER 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) CUSTOMER SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE TO NOTIFY MARYLAND TELEPHONE IN WRITING IMMEDIATELY UPON ANY ADDRESS CHANGE WITH RESPECT TO ANY USER OR HANDSET FROM THE ADDRESS PROVIDED BY CUSTOMER AS THE PRIMARY LOCATION THEREFOR. CUSTOMER ACKNOWLEDGES AND AGREES THAT MARYLAND TELEPHONE WILL RELY UPON CUSTOMER'S PROVISION OF ADDRESS INFORMATION WITH RESPECT TO USER OR HANDSET LOCATION IN REGISTERING WITH THE DATABASES ON WHICH EMERGENCY CALL TAKERS RELY AND THAT ANY FAILURE ON THE PART OF CUSTOMER TO PROVIDE UPDATED INFORMATION IMMEDIATELY UPON A CHANGE TO SUCH INFORMATION COULD HAVE SIGNIFICANT CONSEQUENCES FOR CUSTOMER AND/OR ITS USERS.

(iv) IF CUSTOMER PROVIDES AN INCORRECT ADDRESS FOR THE DELIVERY OF EMERGENCY SERVICES OR MOVES THE DEVICE(S) ASSOCIATED WITH THE SERVICE AND DOES NOT PROVIDE MARYLAND TELEPHONE 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. CUSTOMER FURTHER RECOGNIZES 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 MARYLAND TELEPHONE 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 COMPANY PHONE IN BALTIMORE, MARYLAND FROM THE 410/443 AREA CODES, BUT YOUR ASSIGNED MARYLAND TELEPHONE NUMBER HAS AN AREA CODE OF 301, A NUMBER USUALLY FOR ROCKVILLE, MD, 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 BALTIMORE CALLER MAY BE CALLING EMERGENCY SERVICES LOCATED IN ROCKVILLE, MD) 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 – MARYLAND TELEPHONE'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 – MARYLAND TELEPHONE'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) CUSTOMER AGREES TO ALERT ALL EMPLOYEES, CONTRACTORS, GUESTS AND OTHER THIRD PARTIES OF ALL THESE LIMITATIONS AND CUSTOMER AGREES TO MAINTAIN AN ALTERNATIVE MEANS TO ACCESS E911 SERVICES.

(ix) CUSTOMER ACKNOWLEDGES AND AGREES THAT EMERGENCY DIALING WILL NOT WORK WITH A SOFT CLIENT (A/K/A "SOFT PHONE").

(x) CUSTOMER ACKNOWLEDGES AND AGREES 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. CUSTOMER 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 Maryland Telephone service. I certify that I am authorized by my Company to sign and approve this disclosure.

IN WITNESS WHEREOF, Company:_____ affirmatively acknowledges that Company: _____has read and understood this notice of 911 and E911 service limitations.

Agreed To and Accepted:	Agreed To and Accepted:
Maryland Telephone	**Company:**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Application for Credit

1) GENERAL INFORMATION

Sales Person:	Main Telephone #:
Legal Company Name:	Contact Name:
d/b/a Name (if applicable):	Contact Telephone #:
Physical Company Address:	Contact e-mail:
State of Incorporation:	DUNS #:
Date Incorporated:	State Tax ID #:
Parent Company Name:	Federal Tax ID :
Business Type (LLC, "S" Corp, "C" Corp", Limited Partnership, Sole Proprietor, etc.):	

2) OWNER/OFFICER INFORMATION

Please indicate names and titles of all Owners, General Partners, and/or Corporate Officers:

Name	Title	% Ownership

Have the owners and/or the business ever filed for bankruptcy:

If Yes, please explain:

3) BANK INFORMATION

Bank Name:	Contact Name:
Bank Address:	Contact Tel #:
Account Type:	Contact Fax #:
	Account #:

4) TRADE REFERENCES

Please list a total of three (3) trade references. Please only list companies that you have an active account with open credit:

Trade Reference #1

Company Name:	Address 1 :
Account #:	Address 2 :
Telephone #:	Address 3 :
Fax #:	

Trade Reference #2

Company Name:	Address 1 :
Account #:	Address 2 :
Telephone #:	Address 3 :
Fax #:	

Trade Reference #3

Company Name:	Address 1 :
Account #:	Address 2 :
Telephone #:	Address 3 :
Fax #:	

5) APPLICANT'S SIGNATURE

All orders are subject to credit approval. The undersigned acknowledges that Maryland Telephone extension and maintenance of credit to the undersigned is at Maryland Telephone's sole discretion.

The management of Maryland Telephone may, at their discretion, establish a fee for any customer payments which are returned for non-sufficient funds or are dishonored for any reason.

Security instruments or deposits may be required with this application if deemed necessary by Maryland Telephone management to make credit available to the applicant

The undersigned acknowledges Maryland Telephone's payment terms to be: All accounts are due and payable according to the terms stated in the Master Services Agreement (MSA), and agrees to remit payment in accordance therewith. In the event of a change in the applicant's credit condition, Maryland Telephone reserves the right to apply any security to delinquent balances, and/or require additional security as deemed appropriate. The undersigned further acknowledges that the foregoing payment terms are subject to change as indicated in the MSA.

Application for Credit

The undersigned agrees to notify Maryland Telephone within ten (10) days of changes in name, address, ownership, or legal entity, and to.

Everything stated in this application is true and correct to the best of my knowledge. It is understood Maryland Telephone will retain this application whether or not it is approved. Maryland Telephone and its designees are authorized to check our credit as necessary through our trade references, bank references, credit reporting agencies and other sources Maryland Telephone reasonably deems necessary to obtain answers about credit experience. The undersigned understands that any extension of credit will include the obligation to pay finance charges on all past due balances. The undersigned further declares that the undersigned is duly authorized to sign this application on behalf of the person and/or company herein represented. Any information obtained pursuant to this application will be used in making a credit decision only and will be held in confidence by Maryland Telephone and its designees. If application is faxed or scanned the faxed/scanned signature is equivalent to an original signature.

Company Name:

Authorized Name: Title:

Signature: Date :