

**ATOMAMPD, LLC**  
**SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between AtomAMPD, LLC, an Illinois limited liability company (“Service Provider”) and Company Namey (the “Customer”) as of \_\_\_\_\_, 2016. The “Effective Date” of this Agreement shall mean the date the Services are activated by Service Provider. This Agreement explains our obligations to you, and your obligations to us in relation to your use of our service(s). By signing this Agreement, you agree to be bound by the terms of this Agreement.

1. Introduction.

- a. VoIP is an acronym that stands for Voice over Internet Protocol. This service is a best effort service that relies both upon the internet and your local intranet, which are out of our control. Under normal circumstances the service will provide a reliable and good quality communication path; however, the overall reliability of the circuit to always be available cannot be guaranteed.
- b. By establishing an account or using our services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy, and other policies.
- c. This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the “Agreement”), constitutes the entire agreement between Service Provider (hereinafter referred to as “we,” “us,” “our” or “Service Provider”) and the Customer set forth in the related registration order form (herein after referred to as “you,” “user” or “Customer”) regarding Service (as defined herein), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement.
- d. For purposes of this Agreement, the term Service Provider includes our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes services or devices to you in connection with this Agreement.

2. Definition of Service.

- a. Our “Service” is an enhanced voice communication service that uses a data network (like the Internet) to transport voice communications that have been converted into data packets. Services may include VoIP Telephony, firewall and other network related services.
- b. For purposes of this Agreement, the terms:
  - i. “Services” shall mean our Phone Service, including all other features, products and services

provided by us under the pricing plan that you have selected in the attached quote (the “Quote”).

- ii. “Device” or “Equipment” shall mean the telephones, telephone adapters, routers, etc. provided by us as set forth in the Quote.

3. Services and Customer Support.

- a. We agree to use commercially reasonable efforts to provide you the Services subject to the terms of this Agreement. We grant you a limited, revocable, non-exclusive, non-transferable right to use the Services for your own internal business purposes.
- b. In addition, we will provide you with reasonable technical support services as follows:
  - i. We will make available to you a 24/7 helpdesk at [support@voipdefender.com](mailto:support@voipdefender.com) or by calling 847-719-7795.
  - ii. You agree to use the helpdesk for the service requests and, where applicable, receiving the Support Services.
  - iii. No charge will be made for covered service calls associated with the fulfillment of this Agreement 7 days a week, 24 hours a day, during the term of this Agreement. Standard hourly service rates shall apply in the event that a service call is requested and it is determined that the service call is necessitated by equipment failure resulting from (1) your misuse of the Services or Equipment; or (2) any of the events listed in Section 15(b) below.
- c. Support Exclusions. The support set forth above does not include periods of service outages or other service deficits, in whole or in part, due to any of the following causes and/or exclusions:
  - i. You fail to report the issue or request a trouble ticket from the help desk;
  - ii. Service interruptions or delays arising out of or in connection with (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because you elect not to release the Service for testing and repair by us but continue to use it on an impaired basis; (c) failing to provide access to your premises as reasonably requested by us or our agents to enable Service Provider to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of the Services; (e) any inside wiring; and/or (f) any configuration changes made by you or made in response to security threats, breaches or attack.

- iii. Scheduled outages, network maintenance or emergency maintenance.
- iv. Any force majeure event beyond our reasonable control including, but not limited to, cable cuts.
- v. Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment, applications, facilities and/or internal network.
- vi. Any event or occurrence that results in "no trouble found" by us.

4. Services; Equipment. By signing this Agreement, you agree that you will not use the Services for any unlawful purpose(s) and that, to the best of your knowledge and belief, neither the execution of this Agreement, nor the use you make of the Services will infringe the legal rights of others. Included in the prices and fees set forth in the Quote, is the Equipment listed in the Quote. The Equipment shall remain our property and shall be returned to us at the end of the Term hereof (as hereinafter defined) in the same condition as when delivered to you, ordinary wear and tear excepted. The cost of any damage to the Equipment or Devices caused by you shall be borne by Customer.

5. Fees and Payment. You agree to pay us the fees described in the Quote for the Services and any applicable charges for service calls in accordance with the terms therein (the "Fees").

- a. The One Time Setup Fee (the "Setup Fee") set forth in the Quote shall be billed on the Effective Date.
- b. The initial Monthly Recurring Charge shall be billed on the first day of the month following the Effective Date. Subsequent Monthly Recurring Charges and any charges associated with service calls shall be billed on the first day of the month following the month in which the Services were provided. Monthly Recurring Charges for the first and last month of the Term shall be prorated by based on the number of days in the first and last month in which Services are provided.
- c. We reserve the right to change the Fees or applicable charges and to institute new charges and Fees at any time by providing you with written notice not less than sixty (60) days prior to the effective date of such charge modifications, in which event, you will have the right to terminate this Agreement by providing us with written notice prior to the expiration of said sixty-day period.
- d. If you believe that we have billed you incorrectly, you must contact us no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to our customer support department.
- e. Payments are payable to "AtomAMPD, LLC" and may be made by check, credit card or debit card. You agree to be liable for a processing fee in the amount of the lesser of: fifty dollars (\$50.00) or the highest amount allowed by law for any credit card chargeback or check or other payment returned for nonpayment.

- f. You will provide payment method, such as a valid credit card or information for invoicing (if pre-approved by us in our sole discretion to be billed via invoice), and, if applicable, authorize us to collect from payment method provided. Any authorization to charge a provided credit card will remain valid for thirty (30) days after you withdraw authorization or immediately upon provision of a replacement valid credit card. Upon termination of the Agreement, we will charge any fees and other outstanding charges and disconnect service. You agree to advise and notify us of any changes to the payment method, such as credit card account number or expiration date changes. If the credit card or other payment method is declined or fails for any reason, we will use reasonable efforts to contact you and advise you of the failed billing attempts. Notwithstanding the foregoing, we reserve the right to disconnect service and terminate your account if payment method is declined or fails for any reason or if you withdraw authorization to charge a valid credit card and does not provide an alternative payment method. We reserve the right to continue to attempt charging your credit card for any outstanding service charges and additional fees and pursue any other legal remedies available.

6. Term; Renewals.

- a. The Service is offered for an initial term as defined in the Quote. For example, a 2-year plan will commence on the Effective Date and end on the last day of the 24th month following the Effective Date.
- b. Thereafter, the term of this Agreement shall automatically renew for successive periods of the original term length unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current term that it does not wish to renew the term of this Agreement.
- c. Notwithstanding anything contained in this Agreement to the contrary, you are hereby granted the right to terminate this Agreement for any reason at any time within the first ninety (90) days following the Effective Date by providing written notice to us within said ninety-day period together with payment of all fees which have accrued during such ninety-day period. In such event, the parties' obligations under this Agreement will cease except for your obligation to return the Equipment and Devices in good condition as provided elsewhere in this Agreement.
- d. Costs associated with you establishing new service following the termination of this Agreement for any reason shall be borne by you.

7. Required Information. In order to use our Services, you agree to provide us with the following information; (i) your full legal name; (ii) postal address; (iii) e-mail address; and (iv) voice telephone number(s). If Customer is an organization, association, or corporation, you agree to provide the name of an authorized person for contact purposes. Failure to provide any of the foregoing information may result in the cancellation of your account and any service(s) associated with that account.

You agree that: (i) all account information provided by you at the time you are setting up your account will be accurate, complete and current; and (ii) you will maintain and update this information as needed to keep it accurate, complete and current at all times.

8. Upgrades and Modifications to Services. You acknowledge that we may provide periodic upgrades, updates and other modifications to the Services and our software.

- a. We agree to give you at least five (5) days' prior written notice of any scheduled maintenance services or security and non-security updates to the software that are likely to affect the availability or functionality of the Services.
- b. You agree to provide us access to the Equipment and Devices in order to provide updates and other modifications as well as to provide any service or maintenance when required.

9. Personal Information Protection.

- a. We will take reasonable precautions to protect your personal information from loss, misuse, unauthorized access, disclosure, alteration or destruction. You agree that in no event will we be held liable or responsible for any unauthorized use, misuse, loss, alteration or destruction of your personal information or any part thereof except in the event of our gross negligence or willful misconduct.
- b. You acknowledge and agree that the Services are not designed, intended, or recommended for use as a repository or means by which to store "protected health information" as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and similar legislation in other jurisdictions, and the regulations promulgated pursuant thereto (such laws and regulations, "HIPAA"; such information, "PHI") on a non-temporary basis and Customer represents and warrants that neither the Services nor any ancillary product or service that is part thereof will be used for such purpose.

10. Amendment to Agreement. This Agreement may be modified or amended only by a written instrument executed by Customer and Service Provider.

11. Customer Acknowledgments. You acknowledge to us Provider as follows:

- a. That complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, we give no warranty or representation that the Services will be wholly free from defects, errors and bugs.
- b. That complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, we give no warranty or representation that the Services will be entirely secure.
- c. That the Services are designed to be compatible only with our software and the Equipment and we do not

warrant or represent that the Services will be compatible with any other software or systems.

d. E911 Disclosure

- i. Our VoIP Telephone Service (including 911 calling) will not function during a power outage and may not function during network congestion.
- ii. VoIP 911 service is different from traditional 911. The Enhanced 911, or E911, service that is available to our customers has the ability to deliver the address, name and phone number of your phone to the Public Service Answering Point (PSAP) in your County.
- iii. This information is delivered from a database that requires up to 7 days to update once the new information is provided. If you move your VoIP phone to a different address, updating the E911 database requires additional effort on your part. For each phone line you must notify Service Provider and register a physical address with us.
- iv. If you move, or move your VoIP service to a new physical address, it is your responsibility to notify us of the new physical address at least 10 business days prior to moving the phone. Please make sure that the physical address on your activation form is the correct physical address where your phone will be used.
- v. If you do not provide us with the proper address and require the use of emergency services, your E911 calls will appear with your old address information resulting in emergency crews being dispatched to the last registered physical address.
- vi. VoIP equipment, such as telephones and associated network hardware do not work without power. In the event of a commercial power outage, your phone service will not work without you providing the electricity locally to power the equipment. It is highly recommended that you maintain an uninterrupted power supply.
- vii. You agree to hold us, our principals, officers, directors, and employees harmless from all claims regarding E911, the failure of E911 to respond, or the inability to access E911 for any reason.

e. Service Distinctions

- i. VoIP service is a unique form of telecommunications service that utilizes the public Internet to connect calls to the Public Switched Telephone Network. This service may be subject to different regulatory treatment than traditional telecommunications services.
- ii. Events beyond our control may affect your service such as power outages, fluctuations in the Internet, and outages/issues with upstream backbone providers, etc.

- iii. VoIP service does not function without the Internet. A loss of your internet service will cause a disruption in your VoIP phone service.
- iv. This service does not support 0+ or operator assisted calling, including collect calls, third party billing calls, 900 or calling card calls. Our service may not support x11 services in all calling areas (211, 411, etc.).
- v. You acknowledge that our service may not be compatible with all non-voice communications equipment, including, but not limited to security systems, satellite television systems, fax machines, computer modems, medical equipment, etc.
- vi. By signing up for this service through us, you waive all claims against interference or disruption of these services and equipment. We do not guarantee the service of modems and faxes over the VoIP system. Some devices work fine communicating with this type of service, while others do not.
- vii. We are required by law to cooperate with law enforcement and investigative government agencies. When a lawful request is made by a law enforcement or relevant government agency we may be required to disclose your name, phone number, location and other personal information about your account, use of service, length of service, IP address etc. to the requesting agency.
- f. International Calling: Current service plans include calling to the United States and Canada. International calls are disabled on all accounts by default. To enable International calling, you must request the service to be enabled in writing. Fraudulent calls placed on your account are the responsibility of the account holder. International rates vary by country.
- g. Devices: We retain ownership of all VoIP telephones and other equipment provided by us. In event of service or contract termination, you will be required to return equipment in good working order to our corporate office within 3 business days of service termination. Equipment that is not returned will be billed to your payment method on file.

12. Limitation of Liability.

- a. We shall not be liable for any delay or failure to provide the Services at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: (a) act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure; (c) equipment, network or facility upgrade or modification; (d) "Force Majeure Events" such as (but not limited to) acts of god; strikes; fire; war; riot; government actions; (e) equipment, network or facility shortage; (f) equipment or facility relocation; (g) service, equipment, network or facility failure caused by the loss of power to you; or (h) any other cause that

is beyond our control, including without limitation the failure of an incoming or outgoing communications, the inability of communications to be connected or completed or degradation of voice quality. Our liability for any failure or mistake shall in no event exceed Service charges with respect to the affected time period.

- b. Except for bodily injury of a person caused by Service Provider, in no event shall we, our officers, directors, employees, affiliates or agents or any other service provider who furnishes services to you in connection with this Agreement or the Services be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Services. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, tort and any and all other theories of liability and apply whether or not Service Provider was informed of the likelihood of any particular type of damages.

13. Indemnity. You agree to defend, indemnify, and hold harmless us, our officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of the Services relating to this Agreement, the Services, or the Equipment. This paragraph shall survive termination of this Agreement.

14. Default by Customer. You agree that any one or more of the following events shall be considered events of default as said term is used herein:

- a. You shall default in any payment required to be made by you under this Agreement when due and such default shall continue for at least 30 days after written notice from us following the amount becoming overdue, of its intention to suspend the Services; or
- b. You fail to abide by any other provision of this Agreement which is not cured with thirty (30) days after written notice from us.

If an event of default occurs and not cured within the applicable cure period provided above, then we may terminate any Services without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such termination shall not be deemed to relieve you of your other obligations under this Agreement.

15. Default by Service Provider. We agree that any one or more of the following events shall be considered events of default by us:

- a. We fail to perform or comply with any of the agreements, terms, covenants or conditions required of us in this Agreement; or,
- b. If, after notice from you, we fail to provide service as provided herein for a period of four (4) consecutive

hours or more on two occasions within any thirty (30) consecutive day period. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- i. a Force Majeure Event;
- ii. a power outage;
- iii. a fault or failure of the internet or any public telecommunications network;
- iv. a fault or failure of your computer systems, networks or equipment;
- v. any breach by you of this Agreement; or
- vi. scheduled maintenance carried out in accordance with this Agreement.

Upon a default by us which is not cured within any applicable cure or grace period provided above, you may terminate this Agreement by providing us written notice. Upon such termination, you shall be relieved of all obligations provided in this Agreement from and after the date of termination except that you shall remain liable for (x) any payments due up to the date of termination; and (y) the return of the Equipment, both of which obligations shall survive the termination of this Agreement.

16. Representations and Warranties. You represent and warrant that: (i) the information that you, or your agent acting on your behalf, provide to us during the application process to register your account or to apply for other Services is, to the best of your knowledge and belief, accurate and complete, and that you covenant that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your account nor the manner in which you intend to use our service(s) will directly or indirectly infringe the legal rights of a third party, and (iii) the person signing this Agreement on your behalf has all requisite power and authority to execute this Agreement and to perform your obligations hereunder. You agree that your use of our Services is solely at your own risk. You agree that all of our services are provided on an “as is,” and “as available” basis.

17. Disclaimer of Warranties. We shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the installation in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond our reasonable control, but we shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Service Provider does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in this section, the Services and implementation services are provided “as is” and we disclaim all warranties, express or implied, including,

but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

18. Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

19. Severability. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

20. Entire Agreement. This Agreement, the Quote and Exhibits attached hereto constitute the complete and exclusive Agreement between you and us regarding our Services. This Agreement, the Quote and Exhibits attached hereto supersede all prior agreements and understandings, whether written or verbal.

21. Non-Assignment. Your rights under this Agreement are not assignable. Any attempt by you to assign your rights shall render this Agreement voidable at our sole option. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, shall render this Agreement voidable at our option.

22. Non-Waiver. The failure of Service Provider to require strict performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Service Provider of a breach of any provision hereof be taken or held to be a waiver of the provision itself or of any subsequent breach thereof.

23. No Class Action. You irrevocably waive any right you may have to serve as a representative or as a private attorney general, or to participate as a member of a class of claimants, in any lawsuit, arbitration or other proceeding against us arising from, related to or connected with this Agreement. In addition, no cause of action may be asserted against either party more than one (1) year after the time the facts giving rise to the cause of action are discovered or should have been discovered.

24. Governing Law. This Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the State of Illinois, and the federal laws of the United States applicable therein. You and we expressly agree that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall, be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of Illinois or of the United States of America located in Cook County or Lake County, Illinois. Because the breach of the provisions of this Paragraph would cause irreparable harm and significant injury to Service Provider, which would be difficult to ascertain and which may not be compensable by damages alone, you agree that Service Provider will have the right to enforce the provisions of this Agreement by injunction, specific performance or other equitable relief in addition to any and all other remedies available at law or in equity without showing or proving any actual damage. Service Provider will be entitled to recover all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Agreement.

25. Notices. All notices, demands, requests, consents, approvals or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be sent by fax, email

private courier, or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Service Provider: AtomAMPD, LLC  
27764 Volo Village Road - Suite A  
Volo, IL 60073  
Attn: Finance Department

To Customer: Company Name  
Street Address  
City, State Zip  
Attn: Authorized Signer

or such other address as such party shall have specified most recently by like Notice. Notice mailed as provided herein shall be deemed given on the date so mailed.

26. Miscellaneous. In this Agreement the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires. The capitalized headings in this Agreement are only for convenience of reference and do not form part of or affect the interpretation of this Agreement.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

28. Currency. Unless otherwise specified herein, all references to currency are to US dollars.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates first written above.

SERVICE PROVIDER:

CUSTOMER:

AtomAMPD, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_