



END USER SERVICE AGREEMENT

This End User Service Agreement (**the “Agreement” or the “EUSA”**) is made and entered into as of the _____ day of _____, _____, by and between EnTelegent Solutions, Inc. (**“Service Provider”**), a North Carolina Corporation with its principal business at 3800 Arco Corporate Dr. Suite 310, Charlotte, NC 28273, and _____ (**“End User”**) with its principal place of business at _____.

1. Integration. This EUSA, all End User service locations, Service Orders and any Exhibits (whether attached to this Agreement or as selected by End User in Section 10), to this Agreement include, and are subject to, Service Provider’s “End User Service Agreement Terms and Conditions” (TERMS and CONDITIONS) which are located online at the following URL: <http://entele-source.com/exhibits/terms.14.3.pdf> The provisions contained in the TERMS and CONDITIONS as well as any Exhibits selected for incorporation under Section 10 are fully incorporated herein by reference. By executing this EUSA, End User acknowledges having read, and agrees to and intends to be bound by the TERMS and CONDITIONS and the Exhibits selected in Section 10 as if the terms contained therein were set out fully within this End User Service Agreement. If the TERMS and CONDITIONS and/or the Exhibits selected in Section 10 are not accessible, are unable to be read in full for any reason, or if End User desires a physical copy, End User should notify Service Provider immediately and, upon request, Service Provider will provide End User with a physical copy of the TERMS and CONDITIONS and/or the requested Exhibits. The URLs for each Exhibit incorporated in this Agreement pursuant to section 10 are indicated in Table 10.1 below. Notwithstanding anything in the EUSA to the contrary, with regard to the products/services ordered pursuant to any particular Service Order, in the event of any conflict between this EUSA and such Service Order, the terms of such Service Order shall control.

2. Term.

2.1 Unless otherwise terminated as provided herein, this Agreement shall remain in effect for the duration of the term of any Service placed under or in respect of this Agreement plus one hundred twenty (120) days after the termination of the last remaining active Service.

2.2 Service Provider will provide to End User certain services (Services) as specifically set forth in one or more orders executed by End User (Service Order or Order). The term for each Service ordered by End User will be as indicated

on the applicable Service Order, Exhibit or Addendum. (“Service Term”). At the end of the initial Service Term for any Service, such Service shall automatically renew for a period equal to the initial Service Term (each successive renewal a “Renewal Term”) unless either party gives written notice of non-renewal (i.e. the Service(s) shall be disconnected at the end of the current Term) to the other, such notice to be delivered at least sixty (60) calendar days before the end of the current Service or Renewal Term, excepting international services for which such notice shall be delivered at least ninety (90) calendar days before the end of the current Service or Renewal Term. End User charges, as set forth in the Service Order, for Services provided by Service Provider during the Service Term shall continue to apply to End User’s Service throughout any Renewal Term, unless modified pursuant to the terms of this Agreement.

3. Billing Period. Service Provider will bill End User for the total amount of the Monthly Recurring Charges (“MRC”) in advance and for usage based Services in arrears on a monthly basis except for charges for installation and other non-recurring charges that End User shall pay in advance of any Service being provisioned by Service Provider. On the first billing for dedicated circuits and Services, Service Provider will charge a prorated amount for all MRC from the date of activation to the end of the month in addition to charging a total amount for all MRC one month in advance.

4. Payment. All undisputed amounts stated on each invoice are due and payable in U.S. dollars within twenty-five (25) calendar days of the date on which Service Provider sends the invoice to End User (the “Due Date”). End User will remit all payments via check, wire transfer or other such bank account as Service Provider may in writing direct End User to remit payment pursuant to the notice provisions of the Agreement. Restrictive endorsements or statements on checks accepted by Service Provider will not be binding upon Service Provider. In the event Service Provider enters into Service Orders or Statements of Work, or otherwise provides Service(s), directly with subsidiaries of End User (including but not limited to any

third parties owned or operated by End User), End User shall remain liable for the full performance of such subsidiary/third party under this Agreement, including liability for the payment of invoices for all Services provided to such entity. Subject to the foregoing, Service Provider shall, upon agreement of End User, invoice such subsidiary directly for the payment of the applicable invoices.

5. **Late Payment.** If End User fails to remit payment of all undisputed amounts by the Due Date Service Provider, in addition to other remedies available to it under this Agreement or at law, may charge End User a late fee of the lesser of 1.5% per month or the maximum fee allowed by law of the unpaid balance which shall accrue from the Due Date of the invoice.

6. **Early Termination Charge.** If End User terminates any Service, in whole or in part, prior to the end of the then current term applicable to that Service, in addition to any outstanding invoices (including previously disputed invoice amounts) and any other damages or liability of End User resulting from such termination, End User must pay Service Provider a lump sum Early Termination charge as follows:

- 6.1. Monthly recurring charges for the terminated Service as defined in the applicable Service Order, or otherwise as indicated on the most recent bill for such Service, for 100% of all remaining months of the then current term of such Service.
- 6.2. 100% of any invoices or charges incurred by Service Provider from any underlying provider associated with the termination of the Service, including but not limited to construction and related costs, but excluding charges described in 6.1 and outstanding invoices and;
- 6.3. Any previously waived charges, including but not limited to, set-up or installation charges.

7. **WARRANTY.** SERVICE PROVIDER MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICES OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY SERVICE PROVIDER ARE HEREBY EXCLUDED AND DISCLAIMED. FOR THE PURPOSE OF THIS SECTION, THE TERM "SERVICE PROVIDER" AND "END USER" SHALL BE DEEMED TO INCLUDE SERVICE PROVIDER, END USER, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND AFFILIATES.

8. **Notices.** Notices required under this Agreement must be submitted in writing to the parties' addresses shown below. The notice is effective on the earlier of 3 days after sending the notice by registered mail return receipt requested, or the actual date of receipt as established by proof of delivery.

Service Provider:
EnTelegent Solutions, Inc.
3800 Arco Corporate Drive
Suite 310
Charlotte, NC 28273
Attn: Legal Dept.

End User:

9. **Integration & Amendment.** This Agreement and any related exhibits, addendums or service orders, including the EUSA Terms and Conditions document referenced in section 1 above, shall supersede all previous agreements, whether written or oral, and shall constitute the entire agreement between the parties as to the matters contained herein and all transactions between the parties shall be governed in writing and signed by the parties. Any and all prior offers, contracts, agreements, representations and understandings made to or with End User by Service Provider or any affiliate or predecessors-in-interest with respect to the subject matter under this Agreement, whether oral or written, shall be superseded by this Agreement. Any amendment to this Agreement shall not be valid unless such amendment is made in writing and signed by both parties.

10. **Any Exhibits initialed by End User in Table 10.1 below are included in this Agreement and are incorporated herein by reference as set forth in section 1 above.**

11. **Service Provider Equipment.** Service Provider or its underlying vendors may provide Customer Premise Equipment ("CPE") as part of the Services. End User acknowledges that CPE may be removed or changed by Service Provider or its underlying vendors as required to provide service to End User. End User shall reasonably cooperate to provide access to such CPE as requested by Service Provider. End User shall not sell, transfer, lease, encumber or assign any part of the CPE. Further, End User shall not remove, attempt to repair or otherwise tamper with CPE, nor shall it permit others to do so. If any of the foregoing occur, End User shall have committed a material breach of the Agreement and shall be responsible for payment of service charges in the event maintenance, inspection, repair or replacement of the CPE is required. End User shall be responsible for fire, theft, or other casualty at End User's locations. Service Provider or Service Provider's underlying vendors retain title to all CPE provided as part of the Service.

Upon expiration of the term of a service order or of the Agreement, End User shall, within twenty (20) days after

such expiration or termination, return CPE to Service Provider or its underlying vendors as directed by Service Provider. If End User fails to return the CPE in the time period outlined within this section, or returns the equipment in a damaged condition (reasonable wear and tear excepted), End User shall pay Service Provider the replacement cost of any such CPE as outlined at this web page:http://entele-source.com/exhibits/non_returned_equipment.pdf.

Table 10.1 – Applicable Exhibits		
End User Initial	Exhibit Description	Reference URL
	Exhibit A EnTele-Bill	http://entele-source.com/exhibits/entele-bill_17.0.pdf
	Exhibit B EnTele-Care	http://entele-source.com/exhibits/entele-care_13.0.pdf
	Exhibit C EnTele-Manage	http://entele-source.com/exhibits/entele-manage_13.0.pdf
	Exhibit E Telecommunication Services	http://entele-source.com/exhibits/telecommunication_services_13.0.pdf
	Exhibit E-1 Dedicated Internet Access (DIA)	http://entele-source.com/exhibits/dia_13.0.pdf
	Exhibit E-2 MPLS	http://entele-source.com/exhibits/mpls_13.0.pdf
	Exhibit E-3 Private Line	http://entele-source.com/exhibits/private_line_13.0.pdf
	Exhibit E-4 Local Service	http://entele-source.com/exhibits/local_service_13.0.pdf
	Exhibit E-5 Long Distance	http://entele-source.com/exhibits/long_distance_13.0.pdf
	Exhibit E-6 DSL & Cable Internet	http://entele-source.com/exhibits/dsl_16.1.pdf
	Exhibit E-7 VoIP Products	http://entele-source.com/exhibits/sip_14.2.pdf
	Exhibit G – EnTele-Bundle	http://entele-source.com/exhibits/bundle_15.pdf
	Exhibit H – Wireless Internet	http://entele-source.com/exhibits/Wireless_Internet_16.1.pdf
	Exhibit I – Managed Network Services	http://entele-source.com/exhibits/MNS_16.1.pdf

End User
Signature of Authorized Representative*
Print Name:
Title:
Date:

Service Provider
Signature of Authorized Representative
Print Name:
Title:
Date:

*By signing above, you warrant and represent that you are authorized to execute this Agreement on behalf of End User and bind End User to all terms and conditions contained herein.

Exhibit E-6 –DSL & Cable Internet

All End User service locations covered under this Exhibit and Attachment(s) to this Exhibit, if any, are subject to Terms and Conditions of the End User Service Agreement and in the event of a conflict between the Agreement and this Exhibit, this Exhibit will prevail.

1. **Scope.** Service Provider shall provide Dedicated Internet Access Services (“Services”) to End User as described in this Schedule and at the rates and terms set forth in this Attachment and associated Service Orders.
2. **Description of Services.**
 - 2.1. **Service Provider Digital Subscriber Line (DSL)** consists of a dedicated internet connection using existing an existing RBOC/ILEC telephone line and digital transmission facilities from one of several underlying carriers. Unless specifically priced as a “stand alone” DSL line, DSL is provided over an access line that End User is responsible for keeping active and paying for separately as agreed to under Exhibit E-4.
 - 2.1.1. DSL Service is not available if any type of alarm service runs over the telephone line
 - 2.1.2. End User may be responsible for providing, or paying for Customer Premise Equipment.
 - 2.1.3. For ADSL, End User acknowledges that the DSL circuit at times may not deliver the full selected upstream and downstream rate of the selected bandwidth. End User further acknowledges that Service Provider makes no representations, warranties, or guarantees regarding any minimum bandwidth.
 - 2.1.4. For SDSL, End User acknowledges that if Service Provider cannot provide a DSL circuit at the ordered bandwidth, Service provider will offer the maximum available throughput rate and corresponding bandwidth. End User understands that it has the right to cancel the order if Service Provider is not able to provide comparable service.
 - 2.2. **Service Provider Cable Internet** consists of a dedicated internet connection using existing an existing coaxial cable or fiber optic facilities from one of several underlying carriers.
 - 2.2.1. End User may be responsible for providing, or paying for Customer Premise Equipment.
 - 2.2.2. For Cable Internet, End User acknowledges that the service at times may not deliver the full selected upstream and downstream rate of the selected bandwidth. End User further acknowledges that Service Provider makes no representations, warranties, or guarantees regarding any minimum bandwidth.
 - 2.2.3. For Cable Internet, End User acknowledges that additional construction costs may be identified during the order and installation process. The End User must pay those construction costs before the installation process begins. If construction costs are identified, the End User will have the option to cancel the order for the affected site without penalty.
3. **IP Addresses.** End User agrees that any IP address assignments and allocations from Service Provider are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of this Exhibit and the loan of such IP addresses that such assignments and allocations shall terminate and the IP addresses be returned to Service Provider when this Agreement and/or any applicable Exhibit or Service Order are terminated. Service Provider reserves the right to recover any address space due to inadequate utilization or an AUP violation.
4. **Domain Name Service.** Service Provider at End User’s request will provide End User with primary domain name service.
 - 4.1. **Selection of Domain Name.** End User represents that, to the best of the End User’s knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the domain name is not being registered for any unlawful purpose.
 - 4.2. **No Guarantee.** Registration or reservation of our chosen domain name does not confer immunity from objection to the registration, reservation, or use of the domain name.
 - 4.3. **Right to Refuse Registration.** Service Provider in its sole discretion may refuse to register or reserve End User’s chosen domain name or register End User for other Services. Service Provider shall not be liable to End User for loss or damages that may result from Service Provider’s refusal to register, reserve, or delete End User’s domain name or register End User

for other Services. Should Service Provider elect to refuse to register any such domain name, it shall notify End User of such event.

5. **Disclosure and Use of Registration Information.** Service Provider will make domain name registration information available to the Internet Corporation for Assigned Names and Numbers (“ICANN”), to the registry administrators, and to other third parties as ICANN and applicable laws may require or permit. Service Provider may also make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information End User guidelines, limits and restrictions on disclosure or use of, information provided by End User in connection with the registration of a domain name (including any updates to such information), whether during or after the term End User’s registration of the domain name,. End User hereby irrevocably waives any and all claims and causes of action End User may have arising from such disclosure or use of End User domain name registration information. Service Provider will take reasonable precautions to protect the information Service Provider obtains from End User from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

6. **End User Use of the Services.** All use of the Service provided by Service Provider shall comply with Service Provider’s Authorized Use Policy (“AUP”) as defined on the Service Provider website at <http://www.entelegent.com/AUP.html> . End User agrees to defend, indemnify and hold harmless Service Provider, its affiliates, and contractors from any and all liabilities, costs and expense, including reasonable attorneys’ fees, arising from or related to use of the Service by End User or End User’s users. Any violation of the AUP or conduct that Service Provider, in its reasonable discretion, believes may subject Service Provider to civil or criminal litigation or liability, charges and/or damages will be considered to be a breach of this Agreement and for which Service Provider may suspend or terminate Service as outlined in the EUSA. If Service Provider suspends the Service pursuant to this Section, Service Provider may require a reinstatement fee in order to resume Service.

7. **Comcast Services.** If any portion of the Services are provided by Comcast, in whole or in part, the following applies with regard to any Comcast Services: (i) Comcast has all rights in the Comcast Services and nothing herein shall be deemed to modify or diminish such rights, and Service Provider makes no claim to, or asserts, any rights whatsoever in the Comcast Services; (ii) End User must at all times comply with Comcast’s Acceptable Use Policy; (iii) Service Provider makes no representations or warranties on behalf of Comcast; (iv) Comcast’s liability hereunder is limited to the full extent allowed by law; (v) no rights of any nature are granted to End User beyond the scope of this Agreement; (vi) Comcast shall have no liability for any direct, indirect, incidental, special, punitive, or consequential losses or damages including loss of profits, loss of earnings, loss of business opportunities in personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of the Comcast service by End User or any other user of the Comcast service including without limitation, damage resulting from or arising out of any Party’s reliance on or use of the Comcast service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operations, transmission, or failure of performance of the Comcast service. End User hereby affirms that it does not intend to resell the Comcast Services in whole or in part, and will not otherwise transfer the Comcast Service to any other person or entity.