



Telepeer Inc.

(714) 604-1351

Services Agreement

This Services Agreement is entered into by and between Telepeer Inc., hereinafter referred to as “Telepeer or Provider”, whose address is 3621 W. MacArthur Blvd., Ste. 107 Santa Ana, CA 92704 and (Customer), whose billing address is (Customer Address), hereinafter referred to as “Customer”.

Services – Telepeer shall provide Services as specified below:

Telepeer Hosted PBX

Voice Services

Description of Services: Telepeer Hosted Voice over IP Services. Professionally installed with training included.

Includes the following:

One (1) Extension - Includes One (1) NEW Main Number Port (e911 enabled) and One (1) NEW Electronic Fax Number.

Each extension includes User Portal, Voicemail to Email, Call Forwarding, Caller ID, Electronic Faxing, Call logs and other features listed on website.

Unlimited Nationwide Minutes: Companywide Unlimited calling anywhere in the U.S. & Canada

(International calls not included in Unlimited Minutes and will be billed separately. See International rate sheet)

Hardware Included: Any phones and or switches provided are Owned and Maintained by Telepeer during the term of the agreement and must be returned to Telepeer upon cancellation.

Terms and Conditions

Term Length - Three (3) years is standard length.

Charges and Payments - In consideration for the services provided by Telepeer, Customer agrees to pay to Telepeer the sum under Total Fees, the Total One Time Fees once and the Total Monthly Fees on a monthly basis, subject to 1.5% per month late fee, or the statutory limit, whichever is lower. Any shipments of physical equipment, supplies, and replacement parts shall be F.O.B. Telepeer.

Term - The term of this Agreement shall commence upon the effective date of this agreement and continues for a period indicated under Term Length plus the length of time between effective date and the delivery date of services. Thereafter, this Agreement renews automatically for successive one-year



terms unless terminated by either party upon at least thirty (30) days written notice prior to the end of the renewal term. Telepeer reserves the right to increase the pricing after the initial term.

Effective Date – Date this agreement is signed by the customer.

Termination - Notice of cancellation of this Agreement must be provided to Telepeer at least 30 days in advance in written form and delivered to the address above by First Class U.S. Mail or via email to finance@telepeer.net. Customer must pay Telepeer a minimum of one month's monthly fee after the date of notice of cancellation. Should the Customer terminate this Agreement prior to the end of the initial term or a renewal term, Customer shall pay Telepeer an early cancellation fee of 100% for the remainder of the term or one (1) month, whichever is greater.

Upgrading – Customer may upgrade and or increase the amount of users per domain without agreement term length changing unless requested by customer.

Change of Service Location – Should the customer change location(s), the customer is responsible for any move fees or any increase in taxes and surcharges that may apply.

Customer's Use - Customer agrees to comply with all rules, regulations, and laws appropriate to any network that is being accessed through Telepeer. It is the Customer's responsibility to know of and comply with any and all such rules and regulations. Any unlawful use of the network or attempts to break security, run password crackers, transmit unwanted emails in mass (spam), introduce malicious programs into the network or servers, violate the rights of any person protected by copyright, trade secret, patent or other intellectual property laws, will result in termination of Customer's account and access without notice and Customer will be subject to any applicable termination charges specified in this Agreement.

Unlimited Calling Plans - Unlimited minutes apply to inbound and outbound Local, Domestic Long Distance, and outbound Toll Free calls. The Unlimited Plan is for reasonable business use by Customer only. Telepeer considers your use of our Unlimited plan to be "abusive" and subject to immediate termination or adjustment if the customer utilizes or engages in:

Autodialing; Continuous, repetitive or extensive call forwarding; Continuous call session connectivity; Fax broadcasting; Fax blasting; Telemarketing; Behavior that causes network congestion; Behavior that jeopardizes the integrity of the Telepeer network; or any other activity that would be inconsistent with reasonable personal, residential or business use patterns.

Fee based calls - All fee based calls such as Directory Assistance and Operator Services are not included in the Unlimited Minutes Plan and will be billed separately.

Limited Liability - Customer expressly understands and agrees that Telepeer exercises no control whatsoever over the content of the information passing through its network.

In no event will Telepeer be liable to Customer or any third party claiming through Customer, for loss of business, general damages, incidental damages, consequential damages, punitive damages, or special damages arising out of the use of the Telepeer voice services, security breaches as a result of the connection to the Internet, or accessing materials deemed improper or inappropriate for any employee,



agent, customer, or relative of the Customer, or third party acting on behalf of the Customer or for any violation of the intellectual property rights of others.

Warranties - Telepeer makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and /or information residing on or passing through any networks accessed by Customer using the voice services described herein.

Restricted Uses - You may not install or use this software on computers that are connected to lifesaving or life-support medical equipment, nor on any equipment used in production or administering of drugs or breathable gasses, nor on any equipment that, through malfunction or misuse, could directly or indirectly cause physical injury or death.

County, City, State and Federal Taxes & Fees – All taxes and fees charged by various agencies will be passed through to the customer. Taxes and fees may change at any time and Telepeer is not responsible for any changes to those fees.

General Terms and Conditions - The following general terms and conditions apply to this entire Agreement unless specifically excluded:

All notices, requests, amendments, demands, and consents required or permitted under this Agreement shall be in writing and sent to the addresses of the parties shown on this Agreement. Any written notice shall be considered delivered if hand delivered in person or sent via registered or certified mail. Notices shall also be considered delivered if sent by FAX and a confirmation is printed on the sender's FAX machine. The laws of California govern the validity, construction, and performance of the Agreement.

In the event of failure of Customer to pay the monthly fees according to the terms of this Agreement, Customer agrees to pay the early cancellation fee described above and to pay for attorney fees and other collection fees Telepeer may incur in the enforcement of this Agreement. This Agreement has an auto-renewal provision to renew the term automatically (no action required by either party) when the current term has concluded, see the "Term" section.

The signers of this Agreement represent that they have the authority to bind their respective companies to the terms of this Agreement. Amendments, waivers, or modifications of this Agreement shall be effective only if executed in writing by authorized representatives of both parties.

This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties. Either party may assign its rights in this Agreement without the permission of the other party to any majority owned subsidiary or in the event of a merger, consolidation, or sale of the assets of the assigning party. The parties agree to adopt the facsimile signature in the signature block of this Agreement printed by the recipient's FAX machine as though it was an original signature.

ENTIRE AGREEMENT - Both parties acknowledge that they have read this entire Agreement including all exhibits, attachments, and schedules, and that this Agreement constitutes the final, complete, and entire agreement between the parties. Furthermore, the parties agree that this Agreement supersedes all prior oral and written communications concerning the subject matter contained herein.

I agree to pay for all charges for the specified services and to abide by the terms and conditions set forth on all pages of this Agreement. Furthermore, I understand and agree that the failure to pay for the



services in a timely manner shall be considered a material breach of this Agreement and that Telepeer Inc. shall have all rights of termination, injunction, rescission, and to seek and be awarded damages.

I understand and agree that there is an Up-front payment either by check or credit card for one or more services to be provided under this Agreement. It is understood and agreed that the check will be deposited or the credit card will be debited upon receipt of this signed Agreement. Monies for any services not yet rendered shall be credited in your account and those credits shall be used for both one-time and recurring services once they are provided. Further, if there are multiple services under this Agreement, it is possible that not all services will be activated on the same date.