



Office of the West Seneca Town Supervisor
Hon. Gary A. Dickson

Memorandum

To: Honorable Town Board
From: Gary Dickson, Town Supervisor
Date: March 3, 2021
Subject: Telephone service

Dear Colleagues,

Steven Amoia of Buildings & Grounds has been researching ways to reduce the cost of telephone services for the town. As you know, for many years the town has had two telephone systems, one for the police and one for the rest of town. Mr. Amoia and I explored three options:

1. Continue with our current provider, iEvolve
2. Add the rest of the town's service to the contract with the police department. The PD's provider is Avaya, which works through a local company, JCL Telecommunications LLC in Hamburg.
3. Contract with a new provider, Hover Networks, which was introduced to the town by our current IT provider, AIS.

As a reminder, we currently pay iEvolve \$5,167.93 a month for telephone service.

The quotes for the above companies are as follows:

1. iEvolve - \$1,687.68 a month
2. Avaya/JCL – \$810.16 per month to add the town to the remaining 19 months of the police contract (increasing it from \$983.95 to \$1,794.11 per month), plus a one-time cost from AIS of \$687.50 to create three VPNs
3. Hover Networks - \$1,424.42 per month plus a one-time charge of \$2,800.

I recommend that we accept the offer from Avaya/JCL Telecommunications and authorize the me to sign the necessary forms with JCL Telecommunications LLC to increase the monthly payment to Avaya from \$983.95 to \$1,794.11 for town-wide telephone service and to pay AIS \$687.50 to create three VPNs.

JCL Telecommunication LLC

5667 Homestead Road
Hamburg, NY 14075

Estimate

Date	Estimate #
2/2/2021	2514

Name / Address
Town of West Seneca Accounts Payable 1250 Union Rd. West Seneca NY 14224

P.O. No.	Terms	Due Date	Rep	Project
Verbal	Due on receipt	2/2/2021	JCL	1Town Hall 100120 ...

Item	Description	Qty	Total
	To Install & Programming 51 Avaya J100 Series Desk Phones J139 IP PHONE, 1 H229 TRIM LINE IP PHONE and add 52 IP OFFICE R10+ AVAYA IP ENDPOINT. Would raise the price of your lease from \$983.95 to \$1,794.11 for the remaining 19 months of your lease.		0.00

++ Once all information is gathered this quote is subject to change++	Subtotal	\$0.00
This Estimate is only good for 30 Days from date issued	Sales Tax (0.0%)	\$0.00
	Total	\$0.00

Signature _____

Phone #	Fax #	E-mail
716-649-2604	716-604-0511	jcluffman@verizon.net

VOICE SERVICES CONTRACT - PURCHASE

Town of West Seneca



NAME: Gary Dickson
 EMAIL: gdickson@twsny.org
 PHONE: 716-558-3203
 ADDRESS: 1250 Union Rd
 West Seneca, NY 14224
 TERM: 60 months

BY: Dylan Quinlan
 PHONE: (716) 650-5650
 FAX: (716) 650-5651
 EMAIL: dquinlan@hovernetworks.com

QTY	PHONES AND ACCESSORIES	PRICE	TOTAL
5	Ubiquiti EdgeRouter - Lite ERLITE-3 Router	\$200.00	\$1,000.00
EQUIPMENT TOTAL			\$1,000.00

QTY	TRAINING, INSTALLATION, CABLING & PORTING FEES	PRICE	TOTAL
60	Number Porting / Purchase	\$5.00	\$300.00
5	Installation, Configuration & Training	\$300.00	\$1,500.00
SUB-TOTAL			\$1,800.00
SALES TAX			\$0.00
TOTAL UPFRONT COSTS			\$2,800.00

QTY	MONTHLY SERVICES	RETAIL PRICE	OUR PRICE	TOTAL
70	Hover Premium User (*)	\$39.99	\$16.99	\$1,189.30
8	E911	\$19.99	\$9.99	\$79.92
5	Access Management	\$25.00	\$25.00	\$125.00
60	Number Registration	\$2.99	\$0.50	\$30.00
SUB-TOTAL				\$1,424.22
SALES TAX				\$0.00
TOTAL MONTHLY SERVICES				\$1,424.22

* Includes Local, Long Distance & Canada. All Hover Networks Premium Users include up to 1500 minutes per user per month aggregated across the account. All Excessive minute usage will be billed directly to the customer at .02 cents per minute.

CUSTOMER AUTHORIZATION

I hereby agree to and authorize the purchase of Total Control service based on the terms & conditions (<http://www.hovernetworks.com/terms-of-service/>). Terms of Service: The use of Hover Networks services constitute acceptance and agreement to the Hover Networks AUP (Acceptable Use Policy) as well as the Hover Networks TOS (Terms of Service) Additional information regarding these documents can be located at website <http://www.hovernetworks.com>.

State sales tax exemption form must be included with order in order for sales tax to be omitted from invoices.

Customer Representative

Hover Networks, Inc. Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: Dylan Quinlan

Title: _____

Title: Sales Associate

Date: _____

Date: _____

VOICE SERVICES CONTRACT - ALL INCLUSIVE

Town of West Seneca



NAME: Gary Dickson
 EMAIL: gdickson@twсны.org
 PHONE: 716-558-3203
 ADDRESS: 1250 Union Rd
 West Seneca, NY 14224
 TERM: 36 months

BY: Dylan Quinlan
 PHONE: (716) 650-5650
 FAX: (716) 650-5651
 EMAIL: dquinlan@hovernetworks.com

QTY	PHONES AND ACCESSORIES
5	Ubiquiti EdgeRouter - Lite ERLITE-3 Router

QTY	TRAINING, INSTALLATION, CABLING & PORTING FEES	PRICE	TOTAL
60	Number Porting / Purchase	\$5.00	\$300.00
5	Installation, Configuration & Training	\$300.00	\$1,500.00
		SUB-TOTAL	\$1,800.00
		SALES TAX	\$0.00
		TOTAL UPFRONT COSTS	\$1,800.00

QTY	MONTHLY SERVICES	RETAIL PRICE	OUR PRICE	TOTAL
70	All Inclusive Hover Premium User (*)	\$39.99	\$17.40	\$1,217.89
8	E911	\$19.99	\$9.99	\$79.92
5	Access Management	\$25.00	\$25.00	\$125.00
60	Number Registration	\$2.99	\$0.50	\$30.00
		SUB-TOTAL		\$1,452.81
		SALES TAX		\$0.00
		TOTAL MONTHLY SERVICES		\$1,452.81

* Includes Local, Long Distance & Canada. All Hover Networks Premium Users include up to 1500 minutes per user per month aggregated across the account. All Excessive minute usage will be billed directly to the customer at .02 cents per minute.

CUSTOMER AUTHORIZATION

I hereby agree to and authorize the purchase of Total Control service based on the terms & conditions (<http://www.hovernetworks.com/terms-of-service/>). Terms of Service: The use of Hover Networks services constitute acceptance and agreement to the Hover Networks AUP (Acceptable Use Policy) as well as the Hover Networks TOS (Terms of Service) Additional information regarding these documents can be located at website <http://www.hovernetworks.com>. **State sales tax exemption form must be included with order in order for sales tax to be omitted from invoices.**

Customer Representative	Hover Networks, Inc. Representative
Signature: _____	Signature: _____
Print Name: _____	Print Name: Dylan Quinlan
Title: _____	Title: Sales Associate
Date: _____	Date: _____

VOICE SERVICES CONTRACT - ALL INCLUSIVE

Town of West Seneca



NAME: Gary Dickson
 EMAIL: gdickson@twsny.org
 PHONE: 716-558-3203
 ADDRESS: 1250 Union Rd
 West Seneca, NY 14224
 TERM: 60 months

BY: Dylan Quinlan
 PHONE: (716) 650-5650
 FAX: (716) 650-5651
 EMAIL: dquinlan@hovernetworks.com

QTY	PHONES AND ACCESSORIES
5	Ubiquiti EdgeRouter - Lite ERLITE-3 Router

QTY	TRAINING, INSTALLATION, CABLING & PORTING FEES	PRICE	TOTAL
60	Number Porting / Purchase	\$5.00	\$300.00
5	Installation, Configuration & Training	\$300.00	\$1,500.00
		SUB-TOTAL	\$1,800.00
		SALES TAX	\$0.00
		TOTAL UPFRONT COSTS	\$1,800.00

QTY	MONTHLY SERVICES	RETAIL PRICE	OUR PRICE	TOTAL
70	All Inclusive Hover Premium User (*)	\$39.99	\$17.24	\$1,206.79
8	E911	\$19.99	\$9.99	\$79.92
5	Access Management	\$25.00	\$25.00	\$125.00
60	Number Registration	\$2.99	\$0.50	\$30.00
		SUB-TOTAL		\$1,441.71
		SALES TAX		\$0.00
		TOTAL MONTHLY SERVICES		\$1,441.71

* Includes Local, Long Distance & Canada. All Hover Networks Premium Users include up to 1500 minutes per user per month aggregated across the account. All Excessive minute usage will be billed directly to the customer at .02 cents per minute.

CUSTOMER AUTHORIZATION

I hereby agree to and authorize the purchase of Total Control service based on the terms & conditions (<http://www.hovernetworks.com/terms-of-service/>). Terms of Service: The use of Hover Networks services constitute acceptance and agreement to the Hover Networks AUP (Acceptable Use Policy) as well as the Hover Networks TOS (Terms of Service) Additional information regarding these documents can be located at website <http://www.hovernetworks.com>. **State sales tax exemption form must be included with order in order for sales tax to be omitted from invoices.**

Customer Representative

Hover Networks, Inc. Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: Dylan Quinlan

Title: _____

Title: Sales Associate

Date: _____

Date: _____

Letter of Agency and Number Porting List



Customer Name: Town of West Seneca	City: West Seneca
Billing Address 1: 1250 Union Rd	State: NY
Billing Address 2:	Zip Code: 14224

AUTHORIZATION
<p>For each of the telephone numbers listed herein. I hereby authorize Hover Networks, Inc. (hereinafter "Hover Networks") to act as agent to change my or my company's (hereinafter "CUSTOMER") existing telecommunications carrier(s) as described below and I represent that:</p> <p>I. I hereby authorize HOVER NETWORKS to change my local exchange service from XXX to HOVER NETWORKS.</p> <p>II. I hereby authorize HOVER NETWORKS to change my InterLATA Primary Exchange Carrier (PIC) from XXX to HOVER NETWORKS.</p> <p>III. I hereby authorize HOVER NETWORKS to change my IntraLATA Primary Exchange Carrier (PTC) from XXX to HOVER NETWORKS.</p>

Notes:

NUMBER INVENTORY
<p>The following telephone numbers should be ported to my HOVER NETWORKS VOIP service.</p> <p>I UNDERSTAND THAT ANY NUMBERS THAT DO NOT APPEAR ON THIS LIST WILL NOT BE PORTED AND WILL NOT BE AVAILABLE FOR USE WITH MY TOTAL CONTROL™ SERVICE</p>
1 BTN
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<p><small>* Main #, BTN, Fax, Alarm line, etc.</small></p> <p><small>** Use additional LOA Form for Additional Numbers</small></p>

Customer Authorization	
I have read and understand the terms of this letter.	
Signature: _____	Title: _____
Print Name: _____	Date: _____

Toll-Free RESPORG AUTHORIZATION



Account Information		
Account Name: _____	Account #: _____	Page #: _____
Sales Name: _____		Date: _____
Current RESPORG: _____	RESPORG To: _____	<input type="checkbox"/> New 800 #

Appointment of Agent
<p>The undersigned customer ("Customer") hereby appoints Dash Carrier Services ("Dash") to act as its authorized agent for all matters pertaining to the 800 services listed below. This agency includes, without limitation, the ordering of rearrangement of services, assignment to primary carrier services requests, disconnection of services and other requests as deemed necessary by Dash to implement the 800 services ordered from Dash and itemized on Customer's Service Order Form(s) and associated attachments. This authorization will expire upon written notification only.</p>

Customer Authorization	
Customer Name:	Town of West Seneca _____ (or copy of current bill)
Address:	1250 Union Rd _____
City:	West Seneca _____
State:	NY _____
Zip:	14224 _____
Print Name:	_____ X
<input type="checkbox"/> Separate Form Attached For Additional 800 Numbers	
Authorized Signature	

Check All That Apply											
Toll-Free Number	Ring To Number	Switched	Dedicated	US	Canada	Blocking*					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks

AUTOPAY ENROLLMENT FORM



All Payments will be processed on the 1st of the month.

CREDIT CARD			
Card Type:	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> American Express
Card Number:			
Expiration Date:			
Security Code:			
Billing Zip Code:			
Name on Card:			
Billing Address:			

ACH - CHECKING*	
Bank Name:	
Account Number:	
ABA / Routing Number:	
Bank Address:	

*Please include a Voided Copy of the Account you wish to have the funds drawn from

PLACE CHECK COPY HERE

I hereby authorize Hover Networks, Inc to charge the account above for use of my monthly telephone services.

X

Signature

Print Name



We have prepared a quote for you

Renewal: i-Communicate G3 VoIP 36 Month

Quote # 011526
Version 1
Friday, January 29, 2021

Prepared by:

Kevin Kelly

kkelly@i-evolve.com | 716 505 8324

Prepared for:

Town of West Seneca

Gary Dickson

GDickson@twsny.org

Confidential Disclosure

The enclosed material is proprietary to I-Evolve and is therefore copyrighted. This document may not be disclosed in any manner to anyone other than the addressee and the employees or representatives of the addressed firm who are directly responsible for evaluation of its contents. This document may not be used in any manner other than for the purpose it was distributed. Without limiting the rights under copyright, no part of this document may be reproduced, stored in or introduced into a retrieval system, or transmitted in any form or by any means (electronic, mechanical, photocopying, recording, or otherwise), or for any purpose, without the express written permission of I-Evolve.

About I-Evolve Technology Services

Most IT companies today operate as re-sellers of technology products. At I-Evolve, we take a different approach. Our consultants and engineers concentrate more on the true needs of your company or organization by customizing technology according to the way you do business.

At I-Evolve, we are distinctive in our vendor-neutral, best-of-class business solutions. Our client experience is the benchmark by which we measure success and we continually strive to deliver value beyond product price and service quality.

We strive to earn and keep your trust by being the people who listen better, engineer smarter and respond faster to your every need. What makes us different makes your business better.

Mission

Our mission is to be the technology solutions consultant of choice for each of our clients by understanding the unique business challenges of their organizations. Working with our clients as a partner, rather than a vendor, we craft best-of-class solutions that will deliver.

Values

Our business philosophy is based on integrity, enthusiasm, respect, growth, quality, and service. These values guide the way we manage our business and the way we service our clients.

Legacy of Success

- #1 on Fast Track 50
- Best Places To Work
- Amherst Chamber – Business of the Year
- infoTech Niagara – Best Success

Certifications and Partnerships

In addition to extensive experience, I-Evolve Consultants carry the following credentials, ensuring they have met both industry and vendor education standards.

Microsoft	MCSE, MCSA, MCTS, MCNE
Citrix	Xen Server, Xen App, Xen Desktop, CISSP, CCA
HP	Accredited Systems Engineer (ASE) Accredited Integration Specialist (AIS)
Cisco Systems	CCNA, CCDA, CCSE, CCDP, CCNP
CompTIA	Network+, IT Project +, Linux +
Linux	LPIC-1, RHCE
Polycom	VoIP, VoIP Technical Certification
Symantec	SCSE
VMware	VCA-DCV, VCP-DCV, VTSP





501 John James Audubon Parkway Suite 201
Amherst, New York 14228

i-Communicate Product Information

To learn more about i-Communicate G3 VoIP Service from [i-Evolve](#), please click on the links below:

- [i-Communicate G3 Hosted PBX](#)
- [i-ComplyG3 Managed Router/Firewall](#)

Notes

Engineering Recommendations

Building & Grounds - replace current i-Comply with i-Comply G3 15 without EP

Senior Center - Replace current i-Comply with i-ComplyG3 15 without EP

Town Hall - Replace current i-Comply with i-Comply G3 50 without EP (if the town ever comes back to I-Evolve for data services, we will need to swap back to i-Comply G3 100)

Town hall has 10 phones registered to AIS router. We need to re-provision those to be behind our i-Comply for QOS and management purposes

Need to off-board i-Comply s at the following locations. However, network devices still appear behind these firewalls. We will need to coordinate with AIS to confirm they have converted the entire data network before removing or those network devices may lose internet connectivity.

- Sewer Department - Vyatta - No phones registered, 6 devices visible- 72.88.94.38
- Ice Rink - Cisco 861 - No phones registered, 5 devices visible- 50.75.95.234
- Sewer Department Garage - Cisco 861 - No phones registered, 1 device visible- 72.88.94.34

Current costs for internet, i-Comply's and VoIP \$5,167.93 vs \$1,687.68. Cost savings comes from removing point to point connection with BGP bandwidth (needed for Cloud Computing) and replacing with DIA as well as removing Enterprise Protect from firewalls.

Per Steve Amoia at TWSNY, no need to quote phones for Sewer Department, Sewer Garage, Ice Rink of Highway.



501 John James Audubon Parkway Suite 201
Amherst, New York 14228

Prepared For	Prepared By	Details
Town of West Seneca 1250 Union Rd West Seneca, NY 14224 Gary Dickson GDickson@twsny.org (716) 777-2504	I-Evolve Technology Services  Kevin Kelly 716 505 8324 Fax 716 505 8325 kkelly@i-evolve.com	Renewal: i-Communicate G3 VoIP 36 Month Quote #: 011526 Version: 1 Delivered: 01/29/2021 Expires: 02/26/2021 Terms: Net 30 Agreement Length: 36 Months

Investment Summary

Description	Amount
Monthly Fees	\$1,687.68
Setup, Conversion, and Professional Service	-\$1,157.26
Total:	\$530.42
Tax:	\$0.00
Grand Total	\$530.42



501 John James Audubon Parkway Suite 201
Amherst, New York 14228

Investment Details

Monthly Fees

Description	Monthly Fee	Qty	Ext. Monthly
i-Communicate (Hosted VoIP)			
Per Business Handset (Town Hall - 31 phones registered - 8.224.34.118 Primary *Town Hall 10 phones registered - 72.88.80.93 (Registered on data network off new provider firewall) Senior Center -- 8 phones currently registered, Building & Grounds- 3 phon	\$10.00	51	\$510.00
Unmetered Domestic Line/Channel	\$24.99	19	\$474.81
Local Number (Existing)	\$1.00	68	\$68.00
Directory Listing Per Number	\$1.00	1	\$1.00
i-Comply15 G3 - Up to 15 Users <i>Includes Replacement Hardware – I-Evolve maintains stock replacement hardware in the event of an onsite hardware failure (Excludes HA Model)</i>	\$29.99	2	\$59.98
i-Comply50 G3 - Up to 50 Users <i>Includes Replacement Hardware – I-Evolve maintains stock replacement hardware in the event of an onsite hardware failure (Excludes HA Model)</i>	\$49.99	1	\$49.99
i-Communicate 911 Address Monthly Fee (Town Hall, Senior Center, Building and Grounds)	\$3.00	3	\$9.00
50Mb DIA (Replaces current 100Mb Point to Point)	\$500.00	1	\$500.00
i-Communicate (Hosted VoIP) Add Ons			
Communicator Desktop Business Edition Desktop application providing Softphone, Conferencing, Call Parking, Faxing, and many more Business Unified Communications features. Installation is at T&M.	\$1.49	10	\$14.90
Monthly Fee Subtotal			\$1,687.68

Setup, Conversion, and Professional Service

Description	Setup Fee	Qty	Ext. Setup
i-Communicate (Hosted VoIP)			
Per Business Handset 50% off i-Communicate Set Up Fees for 36 Month renewal/upgrade. Quote must be signed by 10/31/2020.	\$14.50	51	\$739.50
i-Comply15 G3	\$150.00	2	\$300.00
i-Comply50 G3 - Up to 50 Users	\$250.00	1	\$250.00
Last Month of Service			



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Amherst, New York 14228

Setup, Conversion, and Professional Service

Description	Setup Fee	Qty	Ext. Setup
Last Month of Service	\$1,687.68	1	\$1,687.68
Original Last Month of Service			
Credit for Original Last Months of Service (100Mb Circuit, VoIP and i-Complys)	(\$4,134.44)	1	(\$4,134.44)
Setup Subtotal			-\$1,157.26



501 John James Audubon Parkway Suite 201
Amherst, New York 14228

All services are subject to I-Evolve's online terms of service found at <http://www.i-evolve.com/Legal> . By signing, Customer acknowledges that Customer has read and understands I-Evolve's online terms of service and that the Customer agrees to be bound by those terms and conditions.

Signature

Title

Name

Date

Master Service Agreement

This Master Service Agreement ("Agreement") is entered into by and between the customer named above ("Customer") and IEVOLVE, Inc. ("IEVOLVE"). Customer has, and is deemed to have, accepted to be bound by this Agreement and the attached Service Agreements (the "Service Agreements"), including all terms and conditions incorporated therein or herein by reference upon Customer signing a service order document ("Service Order") referencing this Agreement. Additional services may be provided at any time by signing additional Service Orders at any time.

1. Services. Subject to the terms and conditions of the Agreement, and in consideration of the payments for such Services, Customer has agreed to purchase and IEVOLVE shall provide the **Services** listed on each Service Order attached or making reference hereto and more fully described in the applicable Service Agreement, each of which Service Order and Service Agreement is incorporated herein by this reference.

2. IEVOLVE's Obligations

a. Compliance with laws. IEVOLVE will comply with, and ensure its personnel comply with: (i) all laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction and applicable to the provision of the Services; and (ii) any reasonable Customer security policies applicable to the provision of the Services.

3. Customer's Obligations

a. Access Right. Customer will in a timely manner provide IEVOLVE with timely information and access to any property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain for IEVOLVE, at Customer's expense, timely access to property and equipment that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace, and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary to provide the Services. Customer will furnish

h any conduit holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits, and consents (including easements and rights-of-way). Customer will have the site ready for IEVOLVE to perform its work according to any mutually agreed upon schedules. Notwithstanding anything to the contrary herein,

IEVOLVE shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer, including, but not limited to, the failure to provide IEVOLVE with prompt access.

b. Safe Work Environment. Customer will ensure that the location at which IEVOLVE installs, maintains, or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. IEVOLVE does not handle, remove, or dispose of Hazardous Materials, and IEVOLVE has no obligation to perform work at a location that does not comply with this Section 3.b. IEVOLVE will not be liable for any Hazardous Materials.

c. Compliance with laws. Customer shall comply with all laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction and applicable to the Services and its use of the Services.

d. Acceptable Use Policy. Customer will, and ensure its Users (as defined below) will, comply with IEVOLVE's Acceptable Use Policy ("AUP") as set forth at www.i-evolve.com/company/Legal/acceptable_use_policy.html, or other locations that IEVOLVE may designate. IEVOLVE may revise the AUP or any Service Agreements at any time upon reasonable advance written notice to Customer. For the purposes of this Agreement, a "User" is anyone who uses or accesses any Services provided to Customer. Customer will cause Users to comply with this Agreement and the AUP, and Customer acknowledges and agrees that Customer is responsible for all Users' use of any Services, unless expressly provided to the contrary in applicable Service Agreements.

e. Utilities. Customer shall procure and make available to IEVOLVE, at Customer's locations where any equipment is necessary for the provision of Services, at Customer's sole cost and expense, adequate space, continuous electrical service (AC power), and HVAC for such equipment. Unless support for such equipment is included in the Services, Customer shall be solely and exclusively responsible for all maintenance, configuration, management, repair and/or support of such equipment.

4. Fees; Payment Terms

a. Customer shall pay the fees and charges for Services as set forth in the applicable Service Order and in accordance with this Section 4. IEVOLVE may change its fees and charges from time to time upon reasonable advance written notice to Customer

b. Statement of Charges. Customer will provide IEVOLVE with all information requested on each Service Order, including a valid e-mail address and billing address. IEVOLVE will post and transmit all of its fees and charges electronically to the contact name and e-mail address specified in the applicable Service Order. Customer agrees that all payments are due upon posting to the Customer's account unless specified otherwise in the applicable Service Agreement.

c. Late Fees. Unless otherwise provided on the applicable Service Order, if Customer fails to pay any undisputed amount within 30 days from the date any fees or charges are posted to the Customer's account, , in addition to all other remedies that may be available: (a) IEVOLVE may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (b) Customer shall reimburse IEVOLVE for all costs incurred by IEVOLVE in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees.

d. Taxes. Customer will pay all applicable federal, state, municipal, local, or other governmental sales, use, excise, value-added, or other taxes, tariffs, access fees, or other fees or charges now in force or enacted in the future, that arise from or as a result of, the Services or equipment (collectively, "Taxes"). Taxes are in addition to charges for Services. Taxes are due for any period of time a Service Agreement is or was in effect, even if the IEVOLVE fails to accurately or correctly bill the Customer. If Customer claims to be exempt from payment of any Taxes, Customer must provide the IEVOLVE with proof of such exemption acceptable to IEVOLVE and IEVOLVE will continue to collect Taxes from Customer until such exemption is established to IEVOLVE's satisfaction.

e. Billing Disputes. All disputes of any kind must be reported in writing to IEVOLVE no later than 30 days from the date the disputed charge was posted to the Customer's account. Unless disputed within said 30-day period, all charges posted to the Customer's account are deemed to be correct and the Customer waives any claim after said 30-day period. Submission of a written dispute notice by the Customer shall not relieve the Customer of its obligation to timely pay all amounts.

f. Credits and Refunds. Credits, refunds, or payments must be used or claimed within one year from the date of such credit, refund, or payment or shall be deemed to have been

earned and correctly applied or paid.

g. No Deductions or Setoffs. Except as expressly provided in this Section 4, all amounts payable to IEVOLVE under this Agreement shall be paid by Customer to IEVOLVE in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

5. Confidential Information.

a. Confidential Information means: (i) written information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent such written information is marked as Confidential Information; and (ii) except to the extent required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

Confidential Information will not include any information that: (x) is independently developed by the receiving party ("Receiving Party"); (y) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

b. Obligations. For a period of three years following a party's receipt of any Confidential Information of the other party (the "Disclosing Party"), and except as provided in Section 5.c below, each party agrees: (i) not to disclose or otherwise make available such Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 5; (ii) to use such Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services; and (iii) to notify the Disclosing Party in the event it becomes aware of any loss or disclosure of such Confidential Information of Disclosing Party. Notwithstanding the foregoing, a party's obligations under this Section 5.b with respect to trade secrets, including without limitation, software, shall remain in effect for as long as such information remains a trade secret under applicable law.

c. Subpoenas and other Legal Requests for Information. IEVOLVE may provide information and respond to law enforcement requests, subpoenas, court orders, and the like, for any purpose IEVOLVE determines is appropriate in its sole discretion, including to protect IEVOLVE, IEVOLVE's rights and/or property, and in the case where failure to disclose the information may lead to personal injury or loss of property of

the Customer or others.

6. Non-Solicitation. Neither IEVOLVE nor Customer shall knowingly, during the Term of this Agreement and for a period of one year thereafter, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other party during the Term, without the prior written consent of such other party. The remedies for violation of the terms of this section of the Agreement include, but are not limited to: direct and indirect damage as a result of lost revenue, hiring and training of replacement employees, related attorney fees and court costs. Any amount due shall constitute liquidated damages and shall not constitute or be deemed a penalty.

7. Disclaimer; Limitations of Liability

a. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IEVOLVE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD-PARTY ATTACK; AND (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. FURTHER, IEVOLVE MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY THE SERVICES, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT IEVOLVE'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

b. Exclusions. IEVOLVE SHALL NOT BE LIABLE:

i. FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF

SERVICES.

ii. FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICES DEFECTS, SERVICES LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATES, USERS, OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

c. Limitation of Liability. IEVOLVE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR SERVICE AGREEMENT, OR IF NO CREDITS ARE SPECIFIED, ANY AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICES DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO IEVOLVE.

d. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

8. Indemnification.

a. Each party will defend, indemnify, and hold the other party, its affiliates, agents, and contractors harmless against liabilities, costs, and expenses, including reasonable attorneys' fees (collectively, "Damages"), resulting from third-party claims resulting from personal injury or death to persons or loss or damage to personal tangible property, to the extent such Damages were proximately caused by the negligence or

willful misconduct of the indemnifying party; provided, however, the foregoing indemnification will not apply to any claims made by employees that are covered under applicable workers' compensation laws. Customer will defend, indemnify, and hold IEVOLVE, its affiliates, agents, and contractors harmless against Damages arising from or related to (i) the use, modification, or resale of the Services by Customer or its Users; or (ii) any violation of the AUP.

b. Procedure. The indemnified party under this Section 8: (i) must notify the indemnifying party in writing promptly upon learning of any claim, suit, or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the indemnifying party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the indemnifying party shall have control of the defense or settlement, provided, that in the event that any settlement materially and adversely affects the price or performance of Services in use by Customer and IEVOLVE is unable to provide to Customer, at no additional cost to Customer, alternative Services that meet Customer's reasonable business needs, Customer shall be permitted to terminate the affected Service without liability upon thirty (30) days' prior written notice to IEVOLVE; and (iii) shall reasonably cooperate with the defense, at the indemnifying party's expense.

9. Term; Termination; Effect of Termination.

a. Term. The term of this Agreement shall begin on the "Effective Date" listed on the earliest Service Order signed by Customer and continue until all Services have been completed unless terminated as set forth herein (the "Term").

b. Termination. In addition to any termination provisions of an applicable Service Agreement, either party may terminate this Agreement and/or one or more Services and applicable Service Agreements, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

i. materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, including without limitation, nonpayment of fees, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach. Notwithstanding the foregoing, if Customer is in breach, IEVOLVE may elect to suspend (and later terminate) the affected Services, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.

ii. (A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not

fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Termination by IEVOLVE. IEVOLVE may immediately terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon IEVOLVE; (ii) utilizes the Services to commit a fraud upon a third party; (iii) unlawfully uses the Services; (iv) abuses or misuses IEVOLVE's network or Services; or (v) interferes with a third party's use of IEVOLVE's network or services.

d. Materially Adverse Change. If IEVOLVE revises a Service and the revision has a materially adverse impact on Customer, and IEVOLVE does not affect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to IEVOLVE, given not later than 90 days after the effective date of the IEVOLVE revisions. A revision to a Service will not be considered materially adverse to Customer if it changes prices that are not fixed, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.d (Taxes).

e. Effect of Termination. Upon expiration or termination of this Agreement or any Service for any reason:

i. Termination by either party of the Services or the Agreement does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.

ii. Service Specific Termination and Termination Charges. Refer to the applicable Service Agreement for termination charges.

iii. The rights and obligations of the parties set forth in this Section 9.e and Section 5, Section 6, Section 7, Section 9, Section 11, and Section 12, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

10. Insurance. Customer will maintain insurance on any equipment rented, loaned, or otherwise provided to Customer under the Services. Customer shall provide IEVOLVE with certificates of insurance evidencing the coverage required

under this Section 10 and the value the equipment and naming IEVOLVE Inc. as Loss Payee.

11. Import/Export Control. The parties acknowledge that equipment, Services, software, documentation, technical information, and other materials provided under this Agreement may be subject to import and export laws, conventions, or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all applicable laws, conventions, and regulations. The parties will not use, distribute, transfer, or transmit such equipment, Services, software, documentation, technical information, or other materials (even if incorporated into other products) except in compliance with such laws, conventions, and regulations. Customer, not IEVOLVE, is responsible for complying with such laws, conventions, and regulations for all information, equipment, software, and other materials transmitted between countries using the Services.

12. Miscellaneous.

a. Force Majeure. Except for payment of amounts due as outlined in the applicable Service Agreement, neither party will be liable for any delay, failure in performance, loss, or damage because of fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

b. Trademarks and Service Marks. The Customer acknowledges and agrees that the Marks (as defined below) are the sole and exclusive property of IEVOLVE and that nothing herein conveys any interest in the Marks to the Customer and the Customer may not use or display the Marks. The License does not include the right to use Marks. "Marks" shall mean any or all of IEVOLVE's trade name, logo, trademark, trade device, service mark, symbol, code or specification, or any abbreviation, contraction, or simulation thereof. This Agreement is not a trademark or service mark license and does not create a franchise.

c. Marketing. Customer acknowledges that I-Evolve from time to time may use the technology solution provided to Customer in marketing and reference materials for promotional purposes. Customer acknowledges that such marketing and reference materials may contain Customer's name, image, and likeness.

d. Amendment; Waiver. Any supplement to, modification, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement. No failure to exercise, or delay in exercising, any right, remedy,

power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e. Assignment and Subcontracting. Except as otherwise provided in this Section 12.e, this Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). IEVOLVE may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to a third party, or subcontract to a third party, work to be performed under this Agreement, but IEVOLVE will in each case remain financially responsible for the performance of such obligations. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

f. Severability. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intent of the parties.

g. Injunctive Relief. Except as expressly provided herein, nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

h. Legal Action. Any legal action arising in connection with this Agreement must be filed within 3 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

i. Notices. All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the attached Service Order, or to such other address as designated in writing from time to time. Notices shall be delivered by internationally recognized overnight courier, certified or registered mail, or email and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

j. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, except to the extent a regulatory agency with jurisdiction over the applicable Services applies a different law. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Buffalo and County of Erie, and each party irrevocably submits to the exclusive jurisdiction of such courts

in any such suit, action, or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

k. No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

l. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

m. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

n. Entire Agreement. This Agreement, together with all Service Orders, Service Agreements, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Service Agreement, the following order of precedence shall govern: (a) first, the applicable Service Agreement; (b) second, this Agreement; and (c) third, the AUP.

Revised 7/2/17



501 John James Audubon Parkway Suite 201
Amherst, New York 14228

i-Communicate 911 Acknowledgement

i-Connect VOICE OVER INTERNET PROTOCOL 911 ACKNOWLEDGMENT

PURSUANT TO FCC REGULATIONS, THIS DOCUMENT MUST BE READ AND SIGNED PRIOR TO THE PROVISION OF SERVICE, WITHOUT EXCEPTION.

PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY.

BY USING AND PAYING FOR I-COMMUNICATE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO 911/E911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E911 CALLS.

In particular, please note that you will not be able to place traditional wire-line 911 or e911 calls with i-Communicate VOIP Service:

- **In the event of a power outage;**
- **In the event of a loss of connectivity to the internet;**
- **In the event you are using the phone at a location other than your fixed, primary location as determined by i-Evolve's service records (commonly known as "nomadic" use).**

You acknowledge that I-Evolve Technology Services ® has told you that the VOIP Service does not support traditional wire-line 911 or e911 in these instances. You agree to advise all individuals of this limitation who may have occasion to place calls using this VOIP Service.

BY AGREEING TO THE CONDITIONS, YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE AND YOUR UNDERSTANDING OF THE INFORMATION CONTAINED HEREIN.

I-Evolve Technology Services ® may not provide you with VOIP Service unless and until this signed acknowledgment is received.



VoIP 36 Month Service Agreement

VoIP Service Agreement

THIS SERVICE AGREEMENT ("Service Agreement"), between the customer named above ("Customer") and IEVOLVE, Inc. (IEVOLVE) is effective when signed by both Customer and IEVOLVE (the "Effective Date"), and shall continue in effect as long as the Services are provided under this Service Agreement. This Service Agreement is part of the Master Agreement.

1. Term.

This Services Agreement shall be effective on the Effective Date and the term of the Agreement shall commence upon the later of (i) installation of the initial services or (ii) the Effective Date and shall continue for a period of 36 months (the "Term"). The Term shall automatically renew for another Term of equal length, unless either party gives the other party written notice of its intent not to renew at least 30 days before the end of the then current Term. If notice of non-renewal is not timely received, then the Term will automatically renew.

2. Authorization.

Customer hereby authorizes IEVOLVE to provide the services listed on any attachments to this Services Agreement (the "Services").

3. Charges, Payments, and Taxes

a. Charges. IEVOLVE's fees and charges are set forth in Appendix A and the applicable Master Agreement. IEVOLVE's fees and charges may be changed by IEVOLVE from time to time upon written notice to Customer. The Customer will be billed for Services, equipment costs (including shipping), installation fees, taxes and other recurring charges, in advance. However usage charges, termination charges and other charges may be billed in arrears, as IEVOLVE shall determine. Based on the fees set forth on Exhibit A, Customer is responsible for paying the first and last months of service in advance.

b. Late Fees. Amounts that are posted to the Customer's account will be deemed late if not paid within 10 days from the date of posting and will bear interest at the greater of the rate of 1.5% per month or the maximum rate allowed by law.

c. Charges for Directory Assistance, 411. The Customer will pay \$1.95 for each call made to directory assistance.

d. Service - Billed in Full Months. The Services are billed in full months and during each month, all normal charges will apply." Normal charges" include access, line, usage, taxes, surcharges and any other fees. The Customer is obligated to pay for a full month's Services, even if notice of nonrenewal is given by the Customer at the beginning of the month.

e. Order Changes. The Customer acknowledges that any order changes made after a Firm Order Commitment Date ("FOC Date") is received by I-Evolve may result in a change charge. Customer will be charged \$15.00 per ported number or \$125.00 per ported number if the change occurs within 48 hours of the scheduled number port date.

f. Fair Usage Policy for i-Communicate Subscribers

IEvolve, Inc has implemented a Fair Usage Policy to ensure the continued low rates for all customers. IEvolve, Inc reserves the right to offer you an alternate service plan, suspend or terminate services, if at any time we deem your usage to exceed normal use or fair usage limits. Should you exceed IEvolve, Inc's Fair Usage Allowance, you will be charged normal usage rates for your calls above and beyond the usage allowance

g. Fair Usage Allowance

All local and domestic long distance calls are subject to a maximum limit of 5000 minutes per month per call path. As a fraud and security measure, calls exceeding 5 hours in length may be subject to disconnection.

The use of predictive or auto dialers, or call center traffic on i-Communicate call paths is strictly prohibited. Customers are welcome to purchase usage based plans, designed specifically for this type of high-volume traffic. Contact us at atsales@i-evolve.com for more details. International and inbound toll free calls are usage based services which fall outside the unlimited call path plan.

4. Special Terms and Conditions

a. In addition to the provisions set forth in 3 (a) above, IEVOLVE will require a deposit of the first and last month's payment prior to the delivery of Services and also may request a deposit at any time as a condition to continuation of Services. Unused customer deposits will be refunded following expiration or termination of this Services Agreement.

b. If the Customer fails to make any payment when due and

such failure continues for 10 business days after written notice from IEVOLVE, IEVOLVE reserves the right to immediately terminate or suspend Services without any further notification to Customer.

c. Upon a termination of the Services and timely payment of all charges then due, IEVOLVE may release or transfer the terminated Services' telephone number to the Customer's new service provider, in IEVOLVE'S sole and absolute discretion, if:

- IEVOLVE is notified in writing by the Customer of such requested transfer and all necessary information and consents are provided to IEVOLVE;
- the new service provider is able to accept such number;
- the Customer making the request was not in breach of this Services Agreement at any time during the Term; and,
- the requested number to be transferred was not part of a block of numbers, as determined by IEVOLVE.

5. Installation, Acceptance and Access.

IEVOLVE will attempt to provide Services by any requested installation date, but will not be liable for any delays in Services delivery. The Services are delivered on the date the Services are installed ("Service Start Date"). Unless Customer notifies IEVOLVE in writing within 3 business days following the Service Start Date that Services are not operational, then the Services will be deemed accepted by the Customer. At this time, the Service Term will commence and Customer will begin paying for the Services as of the Service Start Date. If access to non-IEVOLVE facilities (including inside wiring) is required for delivery of Services, installation, maintenance or removal of IEVOLVE equipment (the "Equipment") used to deliver Services, Customer will, at its expense, secure rights for IEVOLVE to access and the (eliminate) use of such facilities, power and HVAC as needed for Services delivery. Title to Equipment (including software) provided by IEVOLVE will remain with IEVOLVE. Customer will not create or permit to be created any encumbrances on IEVOLVE's Equipment. Customer will not access or attempt maintenance on IEVOLVE Equipment and will pay for any Equipment damage caused by Customer.

6. E911

a. Specific Disclaimer of Liability for Emergency Services.

Although IEVOLVE attempts to provide the 911 Services described in the 911 Service Terms (www.i-evolve.com/company/Legal/911_terms.html), which is attached here and incorporated by reference, IEVOLVE does not provide PSAP or any emergency services under any circumstances. Nor does IEVOLVE have any control over whether, or the manner in which, calls using our 911 dialing

service are answered or addressed by any local emergency response center. Neither IEVOLVE nor its officers or employees may be held liable for any claim, damage, or loss that results from the Customer's use of the Services or any failure of the Services to perform. The Customer hereby waives any and all such claims or causes of action, arising from or relating to the use of Services to contact emergency services personnel. The Customer shall defend, indemnify, and hold harmless IEVOLVE, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to the Customer in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, the Customer or any third party relating to the absence, failure or outage of the Services provided hereunder, including specifically any claims arising out of the failure of IEVOLVE to offer emergency services.

7. IEVOLVE MAKES NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES. IN NO EVENT SHALL IEVOLVE BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS, OR GOODWILL ARISING IN ANY MANNER FROM THIS SERVICES AGREEMENT AND/OR THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER. The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws and/or principles. This Services Agreement is subject to and controlled by Customer's standard terms and conditions of service and the service-specific terms and conditions attached as Schedule 1 hereto, as such terms and conditions may be modified from time to time and all of which are hereby expressly incorporated by reference.

8. This Services Agreement shall be accepted by IEVOLVE only when signed by duly authorized officers of both Customer and IEVOLVE. No modification or revision to this VoIP Services Agreement by Customer (whether written or oral) shall be binding on IEVOLVE if it is in conflict with, inconsistent with or in addition to any of the terms contained herein, and in the Master Service Agreement, unless expressly accepted and agreed to by IEVOLVE in writing. Any customer form containing terms and conditions of purchase shall not have the effect of modifying the terms and conditions

herein and all such terms and conditions which are in conflict with, inconsistent with or in addition to any of the terms contained herein are specifically rejected by Customer.

9. Customer shall be solely responsible for ensuring that the materials and services sold hereunder are used only by authorized users. Under no circumstances shall IEVOLVE have any liability whatsoever to Customer or any other party in connection with or arising out of the unauthorized use of such materials or services.

10. Maintenance by IEVOLVE (which may impact service) is included in the fees for Services, unless such maintenance is necessitated by acts or omissions attributable to the Customer, for which Customer will pay cost of maintenance to IEVOLVE. In addition to Services maintenance, IEVOLVE may make certain network modifications and changes to the Customer's Services which changes do not materially and adversely affect Services performance. In the event of such a network modification(s) and changes, Customer understands that the same may limit Customer's ability to retain existing specialty programming and/or necessitate other changes or modifications to Customer's Services. IEVOLVE may be required to monitor voice calls for call quality purposes only. Customer will reasonably cooperate with IEVOLVE to facilitate such modifications.

11. Prohibited Uses.

Listed below are the prohibited uses. The use of Services and the Equipment as described below in this Section 11 is strictly prohibited ("Prohibited Uses"). The Customer hereby authorizes IEVOLVE to terminate or modify the Services at any time and without notice, if IEVOLVE determines in its sole discretion that the Services or the Equipment is, or was at any time, used for a Prohibited Use. The Customer is solely responsible for any Prohibited Use of the Services or the Equipment by the Customer or by anyone other than the Customer using the Services or the Equipment, whether authorized by the Customer or not. The Prohibited Uses are as follows:

a. Unlawful Uses. The Customer may not use the Services or the Equipment for any illegal act or use in any jurisdiction where the Service is used or where a call originates or terminates.

b. Submission of the Customer Information to Authorities. If IEVOLVE believes that the Services or the Equipment is or has been used for an unlawful purpose, IEVOLVE may forward the relevant information to the appropriate authorities for investigation and prosecution without notice to the

Customer. Such information may include the Customer's identity, address and calling detail records and any other information in the possession of IEVOLVE. The Customer hereby consents to IEVOLVE's forwarding of any such communications and information to these authorities.

c. Subpoenas and other Legal Requests for Information. In addition, IEVOLVE will provide information and respond to law enforcement requests, subpoenas, court orders, and the like, for any purpose IEVOLVE determines is appropriate in its sole discretion, including to protect IEVOLVE, IEVOLVE's rights and/or property and in the case where failure to disclose the information may lead to personal injury or loss of property of the Customer or others.

d. Inappropriate Conduct. The Customer shall not use the Service or the Equipment in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior.

e. Tampering, Circumvention and Theft of Service. The Customer may not change the electronic serial number, "machine access control address" or equipment identifier of the Equipment. The Customer may not perform a factory reset of the Equipment unless instructed to do so by IEVOLVE. The Customer shall not attempt to hack, break-in, circumvent the Customer's billing, tracking or other systems, or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose. IEVOLVE may immediately terminate the Service without notice if the IEVOLVE believes, in its sole and absolute discretion, that the Customer has tampered with the Equipment or the Service or otherwise breached the terms of this paragraph. In the event of such termination, the Customer will remain responsible for the full month's charges to the end of the current Term, including, without limitation, unbilled charges, plus a termination fee (as defined below), if applicable, all of which will immediately become due and payable.

f. Loss, Damage, Theft or Misuse of Equipment. The Customer shall immediately notify IEVOLVE in writing if the Equipment is stolen, damaged or is being fraudulently used or otherwise being used in an unauthorized manner. When the Customer notifies IEVOLVE, the Customer must provide the account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of the Service and additional charges to the Customer. The Customer is responsible for all monthly charges and usage charges until the Customer notifies the IEVOLVE of theft or fraudulent use

of the Equipment or the Service.

g. Customer acknowledges that it has read and accepted IEVOLVE's Acceptable USE Policy (the "AUP") located at www.i-evolve.com/company/Legal/acceptable_use_policy.html, or other locations that IEVOLVE may designate.

12. Miscellaneous Provisions

a. IEVOLVE Provided Equipment. Customer acknowledges that Equipment not purchased by the Customer but provided by IEVOLVE in order to facilitate the services shall remain property of IEVOLVE. Such Equipment shall be returned to IEVOLVE immediately upon termination of Services.

b. Labels on Equipment. At all times while this Services Agreement is in effect or when using the Services, the Customer must display all warning or other notification labels on the Equipment or telephones, as directed by IEVOLVE or other Equipment provider. This includes but is not limited to an accurate and legible local number for appropriate police and fire departments, as well as other first responders.

c. License to the Customer. IEVOLVE hereby grants the Customer a non-exclusive license to the IP for the sole purpose of the Customer's use of the Services, and for no other purpose (the "License"). "IP" means any software, firmware or other intellectual property that is provided by IEVOLVE or used by the Customer in connection with the Service, whether provided along with the Equipment, is in the Equipment, is located on IEVOLVE's website for viewing or download, along with all documentation, manuals, guides or other information or materials used in connection with the Services. All IP included in this Services Agreement is the sole and exclusive property of IEVOLVE. The License is valid only during the Term and will automatically terminate upon the expiration or termination of the Term or the termination or discontinuance of the Services for any reason. The Customer acknowledges and agrees that the IP is the sole and exclusive property of IEVOLVE and that nothing herein conveys any interest in the IP to the Customer, except the foregoing grant of the License. This paragraph shall survive expiration or termination of the Agreement.

d. Usage of Equipment. The Customer may use certain Equipment provided by IEVOLVE (hereinafter IEVOLVE-Provided Equipment) only in connection with the appropriate Services and as permitted in this Services Agreement. Any other use of this IEVOLVE Provided Equipment is strictly prohibited and may result in immediate termination of the Services and require payment of the termination fee (as

defined below) and all other charges then due, plus any damages incurred by IEVOLVE as a result thereof. The Customer may not use the IEVOLVE-Provided Equipment with any other devices or other equipment not provided by IEVOLVE. The Customer agrees: (i) the IEVOLVE-Provided Equipment or any IP provided in connection with the Service may not be transferred to another party, (ii) the Customer will not reverse engineer, translate, decompile, disassemble or derive the source code from the binary code of the Equipment's firmware or software of any IP provided with the Service, and (iii) the Customer agrees that no provider of IP or any software used by the Customer in connection with the Services will have any liability to the Customer.

IEVOLVE as Reseller or Licensor. IEVOLVE is acting only as a reseller or licensor of the hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-IEVOLVE Product"). IEVOLVE shall not be responsible for any changes in the Services that cause the Non-IEVOLVE Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of any and all Non-IEVOLVE Products either sold, licensed or provided by IEVOLVE to Customer or purchased directly by Customer used in connection with the Services will not be deemed a breach of IEVOLVE's obligations under this Services Agreement. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of Non-IEVOLVE Product are limited to those rights extended to Customer by the manufacturer of such Non-IEVOLVE Product. Customer is entitled to use any Non-IEVOLVE Product supplied by IEVOLVE only in connection with Customer's permitted use of the Services. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by IEVOLVE to Customer through any Non-IEVOLVE Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or reexport any Non-IEVOLVE Product, or any technical data derived there from, in violation of any applicable United States or foreign law.

e. No Directory Listing. Telephone numbers assigned to the Customer by IEVOLVE will not be listed in any telephone directories nor may not be listed in a reverse directory. If the Customer transfers a number from another telephone company, then that telephone number may or may not be listed in the previous telephone directory. As a result, merchants, banks, creditors, lenders or other parties may not be able to verify Customer's address.

f. Suspension of Service. IEVOLVE reserves the right to suspend the Services, in whole or in part, including any features, at any time in IEVOLVE's sole and absolute discretion if deemed necessary but agrees it shall restore the Services to Customer promptly and in a commercially reasonable manner. If IEVOLVE determines that the suspension of the Service is not the fault of the Customer, then the Customer may request a pro-rated (number of full 24 hour periods divided by the number of days in the billing cycle) credit of the monthly charges for each day the Services were not operating pursuant to this Services Agreement.

g. Termination. If Customer terminates Service for convenience or Customer terminates Service for cause, Customer will pay IEVOLVE a termination fee (the Termination Fee)(which customer acknowledges is a reasonable approximation of damages and is not a penalty) as follows: (a) all unpaid amounts for Service provided through the date of termination; plus (b) all previously waived charges for the Service; plus (c) 100% of the remaining monthly recurring charges (if any) for the Term; plus (d) if not recovered by the foregoing, any termination liability payable to third parties.

h. Relocation. Should the Customer relocate facilities during the Term of this Services Agreement, a new service agreement will be required to implement new services at the Customers' new facilities which will take the place of this Services Agreement. Installation and moving fees may apply and are solely at IEVOLVE's discretion. Customer agrees to give IEVOLVE ninety (90) days notice of any facilities move. However, IEVOLVE in no way warrants that its services are guaranteed to be delivered to Customer new premises at any date as service is dependent on construction and facilities available from its last mile provider.

i. Amendment. IEVOLVE may amend, modify or update this Services Agreement or the AUP at any time in its sole discretion. IEVOLVE will provide electronic and written notice of any amendment, modification or update of this Services Agreement or the AUP to Customer. If any material modification to this Services Agreement or the AUP is unacceptable to Customer, Customer may terminate this Services Agreement and a prorated refund for the duration remaining will be sent to Customer. However, if Customer does not terminate the Services Agreement, or if Customer continues to use the Services following effectiveness of the modification, Customer's continued use will mean that Customer have accepted that modification.

j. Quality of Service. (VoIP Services) i- Communicate and i-

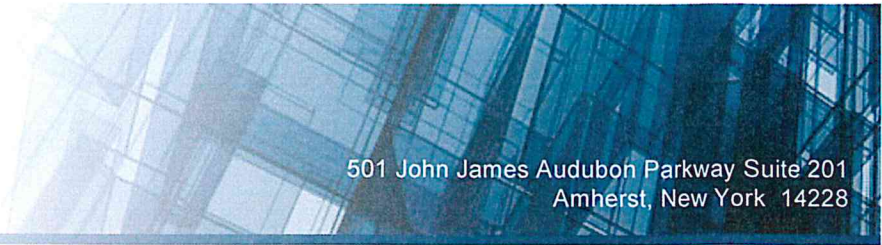
Connect service is dependent upon installation of recommended i-Comply gateway device and Customer ordering broadband services through IEVOLVE or one of IEVOLVEs recommended broadband providers throughout the term of this Services Agreement

k. Customer Supplied Equipment. In the event that IEVOLVE approves the use of customer supplied equipment, Customer acknowledges that it takes full responsibility for the installation, maintenance and operation of such equipment and IEVOLVE will in no way be held liable for Services interruptions or degradation of Services as a result of customer supplied equipment.

l. Previous Contractual Obligations. Customer agrees that IEVOLVE will not be responsible for the termination or cancellation of any existing service contracts or agreements with any other communications service provider and any fees or penalties associated with such contracts.

m. Installation. Customer acknowledges that it is the owner of the site that i-Communicate Services will be installed in..or if the Customer is a tenant and not the owner of the site, the Customer acknowledges that it has secured the permission of the owner for installation of services required to support this Services Agreement. The Customer is also required to secure any licenses, permits or right of ways in order to complete this installation.

Revised 7/2/17



501 John James Audubon Parkway Suite 201
Amherst, New York 14228

Signature

Title

Name

Date