

nPBX MASTER SERVICE AGREEMENT

This **MASTER SERVICE AGREEMENT** ("Agreement") shall govern each Service Order executed by the company signing up for service ("Customer") located at the address provided herein and Nuvio Corporation ("Nuvio"), 8400 W 110th St, Overland Park, Kansas 66210.

1. SERVICES. Nuvio will provide unmanaged IP telephony services and/or provisioning of network services ("Service") to Customer as indicated by the Service Order. Customer agrees to abide by the terms and conditions of this Agreement and to pay the fees, taxes and surcharges (collectively referred to as the "Service Fee") set forth in or applicable to each Service Order.

2. EQUIPMENT. Customer acknowledges and agrees that use of the Service may require certain equipment to be provided or purchased by Customer ("Customer Equipment") as specified in each Service Order. In addition, Nuvio may provide certain equipment, software, circuits or cabling in order to provide Service to Customer.

3. PAYMENT. Customer agrees to pay the Service Fees set forth in each Service Order plus all applicable taxes. Nuvio may pass any and all bona fide surcharges, fees, taxes or tariffs imposed upon Nuvio by any and all authorized governmental entities or jurisdictions along to Customer in addition to Services Fees. Nuvio will bill in advance charges for all Service Fees to be provided during the next month except for charges which are dependent upon usage of Service (which charges shall be billed in arrears). Payments shall be made by credit card or other approved means. All bills are due upon receipt thereof by Customer. The unpaid balance of any past due bills shall bear interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is less.. Service termination as a result of nonpayment shall be ten days (10) from the invoice date of Services. If Services are disconnected as a result of nonpayment of fees and subsequently reconnected, at the sole discretion of Nuvio, Customer will be required to pay a reconnection fee in addition to applicable interest. Customer shall be responsible for payment of all sales tax, excise taxes, usage fees, surcharges and additional regulatory fees imposed by third parties. These fees may change from time to time. Nuvio shall notify Customer in writing of any such changes. Further, if Nuvio prevails in an action to collect amounts due from Customer, then Customer agrees to pay for the costs of that action, including reasonable attorneys' fees required to bring the action.

4. INSTALLATION. Nuvio will use reasonable effort to provision the Service in a timely manner. Upon completion of provisioning and testing to ensure compliance with Nuvio specifications, Nuvio will notify Customer that installation is complete and will commence delivery of the Service. The date the Service commences shall hereinafter be referred to as the "Service Commencement Date."

5. TERM. The initial term ("Initial Term") of this Agreement shall be for one (1) year from the Service Commencement Date. Unless written notice is given by either party no sooner than ninety (90) days and at least thirty (30) days prior to the expiration of the Initial Term, this Agreement shall automatically renew on a yearly basis ("Renewal Term"). At any time during the Renewal Term, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

6. WARRANTY AND LIMITATIONS.

a. Services — Nuvio warrants to Customer that Services ordered will be performed in a workmanlike manner. Nuvio's liability is limited to correcting any deficiency that is reasonably determined to exist with the Services. Customer must notify Nuvio of any such deficiency in the Services within thirty (30) days after such Services are performed. Nuvio shall not be liable for any incidental or consequential damages, lost profits, loss of business opportunity, loss of goodwill, or the cost of procurement of substitute services, except for such losses caused by Nuvio's negligence

b. Trial Period — If Customer is not satisfied with the Service provided, Customer must disconnect Service from Nuvio within thirty (30) days of activation. If Service is disconnected within thirty (30) days of initial activation, Customer owes no monies for future Services, and Customer's performance under the contract will be satisfied and Customer will not be liable for any future monthly recurring charges. Customer shall not be entitled to any refund of activation fees, site setup fees, monthly service fees, monthly usage charges, applicable taxes, or any other charges that may from time to time be assessed by Nuvio that have already been paid or accrued.

c. Equipment — Equipment, when installed and provided by Nuvio, will be in good working order. Any additional costs with respect to the repair or replacement of the equipment will be charged to Customer, except for equipment owned by Nuvio.

d. Loss of Data — Nuvio's integration services consultants may assist Customer in data recovery on a chargeable basis; however, Nuvio shall not be liable for any lost, damaged, corrupted, incomplete or inaccurate data unless the loss, damage, or corruption is due to Nuvio's gross negligence.

e. Employee/Agent Problems — Nuvio Corporation shall not be responsible nor liable in any way for costs that arise out of problems created by Customer or its agents., including, but not limited to, the installation of software infected with a virus or damage caused by Customer's employees, excepting equipment owned by Nuvio.

f. Dates — Nuvio does not warrant and is not liable for any failure of the Services where such failure is reasonably attributable to date-related errors or failures caused by any hardware, software or firmware products, data or information supplied by any person other than Nuvio Corporation.

g. NUVIO CORPORATION MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE SERVICES, EXPRESSED OR IMPLIED NUVIO CORPORATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

h. Customer warrants that it has not filed, and is not contemplating filing, for bankruptcy protection, and that there are no legal proceedings that materially and adversely affect its ability to perform under this Agreement.

i. LIMITATION OF LIABILITY. IN NO EVENT SHALL NUVIO OR ANY OF NUVIO CORPORATION'S SUPPLIERS BE LIABLE FOR ANY LOST DATA, LOSS OF REVENUE, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR TORT) ARISING OUT OF THIS AGREEMENT, OR THE SERVICES AND PRODUCTS PROVIDED HEREUNDER. EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE AMOUNTS PAYABLE HEREUNDER BY CUSTOMER ARE BASED IN PART UPON THESE LIMITATIONS., AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

j. RESTRICTIONS ON USE. Customer agrees that Customer shall not sell the Services to others or charge others any fees for using the Services, except with its partners, associates, staff and agents of Customer.

k. NON-AVAILABILITY OF TRADITIONAL 911 OR E911 DIALING SERVICE. The VoIP Service does not offer access to 911 or E-911 emergency services. You acknowledge and understand that VoIP Service does not support traditional 911 and E-911 access to emergency services. Traditional 911 services automatically route your calls to a trained 911 dispatcher, available on a 24 hour basis, using special answering facilities at the local Public Safety Answering Point (PSAP). Traditional E-911 services automatically provide to the PSAPs the calling party's call back number and location. NEITHER TRADITIONAL 911 NOR E-911 SERVICES ARE OFFERED AS PART OF VoIP SERVICE. if you dial the digits "9-1-1" while using VoIP Service, your call will not go through. you should hang up and dial the local police or fire department number directly USING A SEVEN OR TEN DIGIT TELEPHONE NUMBER from the VoIP phone, or dial 911 from a phone connected to the traditional telephone network. We STRONGLY recommend that you tell others in your business, your household, your guests, and other third parties who may be present where VoIP Services will be used of these limitations. YOU SHOULD MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES as VoIP Service IS NOT MEANT TO BE A PRIMARY LINE REPLACEMENT SERVICE.

7. TERMINATION or DEFAULT.

a. If Customer cancels or terminates Service before expiration of the Initial Term, or renewal thereof, for any reason other than Nuvio's breach of this Agreement, Customer agrees to pay Nuvio the following sums, which shall become due and owing as of effective date of cancellation or termination and be payable within thirty (30) days thereafter: (a) all unpaid Non-Recurring fees specified in any Service Order; (b) all unpaid Recurring fees for Services pursuant to any Service Order provided before date of termination; (c) a termination fee of One Hundred Fifty Dollars (\$150.00) per line of service, where line of service includes a service plan that was assigned to an IP endpoint (more commonly referred to as a specific nPBX user account); and (d) all related fees charges by third parties, including without limitation, all termination charges due to third party providers. The parties agree that this paragraph constitutes liquidated damages (and not a penalty), and further agree that this paragraph sets forth a reasonable estimate of Nuvio's actual damages in the event of an early cancellation or termination by Customer, which damages would otherwise be impossible to ascertain.

b. If either party defaults in the performance of any material provision of this Agreement, then the non-defaulting party shall give written notice to the defaulting party that if the default is not cured within ten (10) days (in the case of a monetary default) or thirty (30) days (in the case of a non-monetary default) the Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured during the applicable period, then the Agreement shall automatically terminate at the end of that period. Nuvio may suspend the Services between such time that Customer receives a notice of monetary default and such time that Customer cures said default. If Nuvio terminates this Agreement as a result of any uncured default by Customer, Customer shall pay as liquidated damages the sum of all remaining monthly Service Fees (as well as any past due balances) due under the balance of the Agreement.

c. This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such party's debts, (ii) upon either party's making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, unless due to an assignment as set forth in Section 14.

8. INDEMNIFICATION. Nuvio and Customer agree to indemnify and hold harmless the other, their respective officers, agents, employees, contractors, subcontractors, suppliers, invitees and representatives, from and against any and all third party claims of loss, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) arising, directly or indirectly, in whole or in part, out of their performance or failure to perform under this Agreement. In addition, Customer specifically indemnifies Nuvio from any and all third party claims of damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) arising from any violation, regardless of whether done with intent or knowledge.

9. FORCE MAJEURE. Customer acknowledges that Nuvio's ability to provide the Services may be impeded by events or actions outside of Nuvio's reasonable control, including, without limitation, acts of God, floods, fires, hurricanes, earthquakes, acts of war, labor actions, failure of third-party suppliers, changes in applicable laws and regulations, or any similar action or event ("Force Majeure"). Nuvio shall not be responsible to Customer for any failure to provide the Services due to a Force Majeure.

10. NOTICES. All notices and other communications relating to this Agreement shall be in writing and shall be sufficiently given if delivered to the addresses in person or if mailed, postage prepaid addressed as set forth below:

Customer:

_____, _____

voice _____

fax _____

Nuvio:

Nuvio Corporation
8400 West 110th Street
Overland Park, KS 66210

11. ASSIGNMENT. This Agreement shall be binding upon the parties and their respective successors and assigns. Customer shall not assign or otherwise transfer its rights hereunder or any interest herein without prior written consent of Nuvio, provided that Customer may assign this Agreement with Nuvio's consent, to a subsidiary, affiliate, parent, or purchaser of all or substantially all of its assets, and further provided that Customer shall not be released from the obligations of this Agreement, unless expressly agreed in writing as an addendum to hereto.

12. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas, without giving effect to conflict of law principals. All actions under this Agreement shall be solely filed in the District Court of Johnson County, Kansas.

13. ENTIRE AGREEMENT/SEVERABILITY/NON-WAIVER. Service Order(s), this Agreement and any amendments and exhibits signed by both parties, shall constitute the parties' entire understanding related to the subject matter hereof. In the event of any conflict between any Service Order, this Agreement and any Customer purchase order, the order of priority shall be this Agreement, a Service Order and then any Customer purchase order. Any provision that is prohibited in any jurisdiction shall, as to each jurisdiction, be ineffective to the extent of such prohibition without invalidation the remaining provisions hereto or affecting the validity of such provisions in any other jurisdiction. The failure of either party to enforce any right available to it with respect to any breach or failure by either party shall not be construed to be a waiver of such right with respect to any other breach or failure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of ____ day of 200__.

Nuvio Corporation

Customer

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____