



VOICE AND DATA MASTER SERVICES AGREEMENT



For and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions with respect to the Services.

1) **SERVICES PROVIDED.** In this Agreement, "you" and "your" mean the customer of NetCarrier Telecom, Inc. or NetCarrier's affiliated companies (collectively "NetCarrier"). Subject to the terms and conditions of this Master Services Agreement, your Voice and Data Service Agreement, attached hereto as Exhibit A, and applicable product information including prices, terms and conditions of service, and General Terms and Conditions of Service, available on NetCarrier's website (www.netcarrier.com) (together, the "Agreement"), NetCarrier will provide interstate telecommunications services to you. This Agreement governs state-to-state long distance services, interexchange services, intraLATA services, interLATA services and Internet access services provided to you by NetCarrier ("Service" or "Services"), and does not apply to calls made by dialing a 10-10-XXX number or cable television. You agree not to resell the Services; the Services are provided by NetCarrier solely for end user use. As used herein the term "Services" includes all work performed and goods or services provided by NetCarrier to or for the Customer. All Services are provided subject to the availability of necessary and suitable facilities. **BY ENROLLING IN, USING, OR PAYING FOR NETCARRIER'S SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT.**

2) **CHARGES FOR SERVICES.** You agree to pay NetCarrier for the Services NetCarrier provides at the prices set forth in Exhibit A. NetCarrier may change prices at any time provided it is required to cover NetCarrier's costs associated with changes in government taxation and tariff programs (such as the Universal Service Fund). NetCarrier reserves the right to adjust MRC rates if there is a significant drop in anticipated minute usage. NetCarrier will invoice you for Services one (1) month in arrears for usage and installation fees and one (1) month in advance for line charges. Invoices are due and payable upon receipt. Any invoices not paid within thirty (30) days following the date of the invoice shall be deemed past due and assessed a finance charge in the amount of one and one-half percent (1.5%) of the outstanding balance per month or such lesser maximum charge as permitted by applicable law. You agree to pay NetCarrier any and all costs and expenses (including reasonable attorneys' fees) associated with the collection of any amounts due. NetCarrier reserves the rights (subject to applicable state law): (a) to charge you return check charges, and (b) to charge you a fee to reactivate Service where Service was interrupted due to your actions or failure to make required payment. You may terminate Service at any time, with a sixty (60) day notice to NetCarrier, but shall remain liable for charges incurred before termination and any other early termination fees that may have been agreed upon; such. NetCarrier accepts payment in the form of a check, money order, or wire transfer only.

Billing shall commence upon Service Activation by NetCarrier, or at the period following thirty (30) days from installation of NetCarrier equipment on Customer premise providing that Services are not yet activated. Service Activation shall be defined as the ability to generate or receive voice and/or data traffic from Customer location. For Services that do not require NetCarrier equipment on Customer premise, Billing shall commence upon Service Activation OR at the period following Sixty (60) days from execution of this Agreement. If Customer has modem devices (fax, credit card machine, modem, etc.) which are deemed incompatible with NetCarrier's technology, NetCarrier will provide a custom solution using additional CPE(s) or copper POTS lines. Customer will incur additional monthly fees based on the nature of the solution.

International calls made to mobile numbers are not part of any special pricing agreements. Should Customers' account become delinquent (is in excess of 60 days from date of invoice) NetCarrier reserves the right to suspend service. Customer will continue to be billed for the MRC and any applicable taxes during the suspension. One (1) hour will be provided during installation, at Customers' site, for LNP purposes. Customer will be billed \$18.00 per 15 minute increments for delays not caused by NetCarrier.

3) **SERVICE DISCONNECTION; AGREEMENT TERMINATION.** NetCarrier reserves the right to disconnect Service immediately without incurring liability in the following instances: (i) for non-payment for any sum due NetCarrier for more than thirty (30) days after the issuance of a valid invoice; (ii) for violations of this Agreement or applicable law; (iii) where required by reason of any order or a court, public service commission or federal regulatory body; (iv) when necessitated by conditions beyond NetCarrier's reasonable control; (v) where reasonably necessary to prevent harm or interference to NetCarrier's network; or (vi) temporarily for routine maintenance.

NetCarrier may terminate this Agreement immediately upon any breach of this Agreement by you. All Services shall be discontinued upon the effective date of any termination of this Agreement by NetCarrier. You shall not be entitled to any refund for prepaid Services in the event of rightful termination of this Agreement by NetCarrier. In the event of a termination of this Agreement by NetCarrier, NetCarrier shall be entitled to accelerate and demand immediate payment of all amounts owing by you hereunder for the balance of the then current term of this Agreement. In the event of termination by either NetCarrier or Customer, NetCarrier may require the immediate return of all NetCarrier supplied equipment.

NetCarrier shall also have all other rights and remedies available under applicable laws; (vii) if a Customer termination occurs after contract signature but prior to LNP, Customer shall pay to NetCarrier the sum of twenty-five hundred dollars (\$2500) per circuit ordered, or one (1) month of contracted charges stated in Exhibit A if the solution uses Customer Provided Access (CPA); (viii) if a Customer termination occurs after LNP but prior to the end of the contract term, Customer shall be responsible for one hundred percent (100%) of the monthly service charge for the remainder of the term. If Customer termination occurs after the initial term, and is in a period of automatic renewal, as stated in Paragraph 5, then Customer shall pay to NetCarrier fifty (50%) percent of the monthly service charge for the remainder of the term, or one month's service charge, whichever is greater.

Customer terminations, as outlined above in lines vii and viii, are to be paid to NetCarrier in one payment, representing the remaining term, within thirty (30) days of termination. In addition, any favorable discount rate proffered to Customer in connection with any other service agreement between Customer and NetCarrier shall be invalidated, null and void. In the event Customer's acts or omissions which form the basis of a termination by NetCarrier hereunder also violate any law or industry standard, Customer shall also indemnify NetCarrier for any fine or penalty or other damages assessed against or incurred by NetCarrier as a result thereof. Customer may terminate this Agreement without incurring early termination fees if NetCarrier is in material breach of this Agreement if Customer provides written notice of such material breach to NetCarrier; NetCarrier's material breach is directly attributable to causes directly within NetCarrier's control; NetCarrier cannot reasonably cure the breach within 15 business days of receiving Customer's written notice of material breach; and Customer's account with NetCarrier is current (no balance older than 30 days).

If NetCarrier, in its sole discretion, deems Customer to be an abuser of the unlimited local or unlimited domestic calling plans (examples of which include but are not limited to: Use of unlimited products for automated or predictive dialers, call center environments, or any electronic device that promotes heavy, short-duration call traffic), NetCarrier may disconnect service with ten (10) days written notice to Customer. Customer shall be liable for any applicable early termination charges.

4) **CUSTOMER MOVES.** In the event that a customer moves within NetCarrier's service area, a \$500 fee per circuit will be charged to cover administrative costs and circuit installation fees for customers' new facility. If NetCarrier incurs any charges from its circuit vendor because of the disconnection of the original circuit, including but not limited to early termination fees, NetCarrier reserves the right to invoice customer to re-coup those expenses. If customer moves to a location outside NetCarrier's service area, NetCarrier will view that as a customer cancellation and will apply charges per paragraph 3.

5) **TERMS OF AGREEMENT; RENEWAL.** This Agreement shall commence upon signature execution by both parties. Term length as stated in Exhibit A begins on the date of Service activation by NetCarrier. This Agreement shall be automatically renewed on each anniversary of the date of installation, for a period of twelve (12) months, unless either party give the other at least sixty (60) days written notice of cancellation prior to an anniversary date. In the event that this Agreement ever goes to a month to month state, any negotiated product discounts shall be lost and Customer shall pay NetCarrier the standard Tariff rates for products listed in Exhibit A.

ERATE notification, no sooner than 7/1/13

6) **CREDIT CHECK/DEPOSIT.** NetCarrier reserves the right to verify your credit as a condition of provisioning Service. NetCarrier reserves the right to collect a deposit from you, not to exceed three (3) months services or place a credit limit on your account. Any such deposits shall be returned upon termination of Service and satisfaction of all outstanding invoices or after one (1) year if you have not been delinquent on any payment due during that time.

7) **MISCELLANEOUS.**

- a) **Exhibits and Schedules.** Any exhibits and schedules attached to this Agreement are an integral part hereof and are hereby incorporated and included in the term "this Agreement."
- b) **Headings.** Headings in this Agreement are included herein for convenience of reference only, shall not constitute a part of this Agreement for any other purposes and shall not be deemed to affect the meaning or construction of any of the provisions hereof.
- c) **Entire Agreement; Successors and Assigns; Time of the Essence.** This Agreement contains the entire terms of the Agreement with respect to the Services, and no representations, inducements, promises or agreements between the parties not set forth herein shall be of any force or effect. This Agreement shall be binding upon and shall inure to the benefit of you and NetCarrier and NetCarrier's successors and assigns, whether so expressed or not. Time is of the essence under this Agreement.
- d) **Cancellation of Contract.** For any reason, Customer has the ability to cancel this contract by sending written notice to NetCarrier no later than three (3) days from the date of this agreement.
- e) Voice products require that NetCarrier provides at least twenty (20%) percent of "Customer's" local phone traffic.
- g) NetCarrier recommends that all alarm lines utilize Copper Advantage lines.

8) **DEMARK EXTENSION** Customer should be aware that before Service can be initiated a "Demark Extension" may be required. A Demark Extension refers to the cabling required from the termination point designated by the local exchange carrier (Verizon, for example) for connection to its network and the Customer's equipment. NetCarrier has no control over whether a Demark Extension is required. Unfortunately, whether a Demark Extension is required cannot be determined in advance of installation by NetCarrier. If it is, a separate fee will be charged. If NetCarrier provides the Demark Extension it will charge you \$75.00 for the first fifteen minutes or portion thereof and \$20.00 for each fifteen minute period (or portion thereof) thereafter, plus required materials. This charge is in addition to those set forth in Exhibit A. If it is necessary for NetCarrier to sub-contract for the Demark Extension, NetCarrier will bill Customer at its costs.

Urban Promise Ministries	
Signature:	<i>Jodina Hunt</i>
Name:	<i>Jodina Hunt</i>
Title:	<i>Executive Director</i>
Date:	<i>3/14/13</i>
NETCARRIER	
Signature:	<i>Lori Graber</i>
Name:	<i>LORI GRABER</i>
Title:	<i>MANAGER</i>
Date:	<i>3/14/13</i>

