

## EXHIBIT A

### TERMS AND CONDITIONS

#### Section 1: Payments and Charges

The Customer's initial payment for the Service will be due upon the processing of the Customer's order and may include the Deposit, which may include Hardware, Software, Installation and Setup Fees. The Deposit will be due prior to the Order being processed. The date the Service will begin (the "Service Start Date") is the date Services have been provided and are available for the Customer's use. Invoicing will be issued thereafter on a calendar monthly basis. The initial invoice will consist of the resulting charges from the Service Start Date to the month end, identified as "Other Charges and Credits" on the invoice, in addition to the ongoing monthly charges for the following month in advance, broken down by service. Any costs for new features, equipment, or services added to the Service between the receipt of the Deposit and the Customer's Service Start Date will be billed on the most current available billing cycle and be due upon receipt. Customer will be assessed an ongoing monthly Compliance, Facility, and Administrative Recovery fee passthrough cost to support, verify, and oversee all Federal, State, Local, FCC, and 911 taxes and/or charges. On subsequent monthly intervals after the Service Start Date, the Customer will be charged the ongoing monthly charges, the cost of any International Long Distance calls or Toll Free calling used during the previous month, and the monthly rental for any hardware being rented, not already included in the Service. TCT Technologies provides Unlimited Local and Long Distance (to US & Canada) included with its Hosted and SIP service subject to TCT Technologies Acceptable Use Policy. On an annual basis, TCT Technologies shall have the authority to institute a 2.5% increase on all payments and charges assessed by TCT Technologies to Customer, in its sole discretion.

#### Section 2: Additional Charges and Price Changes

Calls from payphones to any of the Customer's toll-free numbers may carry a surcharge per call, mandated by the FCC, which is passed on to the Customer at cost. All prices are subject to change based upon actual usage and profitability. Customer will be notified in writing of any price changes.

#### Section 3: Account Balance

Monthly rental/service fees are payable in advance of each month's Service; additional call charges and any other applicable charges are billed subsequent to the end of each month's Service. If the Customer chooses to pay for the Service by credit card or ACH direct payment, all charges will be automatically deducted following the generation of any invoice. It is the Customer's responsibility to maintain sufficient balance on the provided credit card or bank account to allow for charges for the Services.

If the Customer chooses to pay for the Service by check, the Customer is responsible for immediate payment of all invoices (net twenty (20) days). To pay by check, an initial deposit is required equal to the monthly rental/service fee on the account. Returned checks will result in a \$35 fee applied to the Customer's account balance. Any Customer disputes of the amounts invoiced or charged must be submitted in writing to TCT Technologies within sixty (60) days of the date of the disputed charges and, if not so disputed, the Customer waives any objection and further recourse with respect to such charges. The Customer understands and agrees that awaiting any pending credit(s) to the Customer's account is not sufficient cause to withhold payment for invoices. A late fee of 1.5% per month will be applied to any unpaid account balance along with a processing fee equal to 1% per month. Interruption of the Service may be experienced if the account balance is not maintained in the manner described above. In the event Customer is more than sixty (60) days in arrears, Customer grants TCT Technologies access to its premises to repossess any equipment provided for the delivery of the Service provided under this Agreement.

#### Section 4: Local Area Telephone Numbers

Local area telephone numbers are assigned according to the proximity of the address the Customer provides to TCT Technologies. However, it is the Customer's responsibility to confirm whether the number(s) are in the local calling area of the Customer. TCT Technologies does not assume responsibility for any of the Customer's advertising cost or long-distance fees due to a number not being within the local area of callers to the Service. If TCT Technologies is porting any of Customer's local or toll-free numbers, TCT Technologies cannot be held liable for any errors or omission that may arise from the porting process. If TCT Technologies is providing new local or toll-free numbers, TCT Technologies cannot be held liable for any errors or omission that may arise from the number assignment process.

#### Section 5: 911 Softphones and Mobile Devices

As a provider of phone service accessible via softphones and mobile devices, TCT Technologies has a responsibility to inform the Customer that by not providing TCT Technologies with the Customer's current address, all 911 calls made through TCT Technologies service from a softphone may not be transferred to an emergency center near the Customer. Instead, all 911 calls made through softphones will be transferred to an emergency center near the Customer's last registered address. For this reason, it is important for the Customer to provide TCT Technologies with the Customer's current address every time the softphone or mobile device is used from a fixed location. TCT Technologies cannot guarantee the quality of softphones and are considered "as-is no warranty". Service cannot be cancelled per Section 12 as a result of soft phone quality related issues.

#### Section 6: Service Issues – Scope of Responsibility

In the event of any service issues, TCT Technologies will assist the Customer with troubleshooting the problem's source. However, some elements key to proper performance, including LAN, wiring, power, firewall, CPE, and ISP, are beyond the scope of TCT Technologies's responsibility to repair any systems. The sole exception to the above is in the case where TCT Technologies is providing the Customer with a Managed Router, whereupon the CPE and ISP do fall within the scope of TCT Technologies's responsibility. While TCT Technologies will offer telephone support to the Customer in diagnosing service issues outside the direct scope of its responsibility, such as those listed above, their ultimate repair will remain the responsibility of the Customer, their Installer, and/or the Customer's 3rd-party IT vendor. TCT Technologies can travel on site to resolve issues outside the scope of its responsibility; such support would be subject to standard TCT Technologies service call rates and charges. Some WAN issues, such as poor performance by Internet providers, are not the direct responsibility of TCT Technologies. However, in these cases, TCT Technologies may assist the Customer, their Installer, and/or the Customer's 3rd-party IT vendor in working with any such providers to eliminate these issues. TCT Technologies can travel on site to resolve issues outside the scope of our responsibility; such support would be subject to standard TCT Technologies service call rates and charges of 185.00 per hour plus travel and expenses.

#### Section 7: Lawful and Appropriate Use

The Customer understands and agrees that it shall use the Service solely for lawful and appropriate purposes and the Customer hereby agrees to indemnify and hold TCT Technologies harmless from any and all claims, damages, losses or liabilities of any nature whatsoever arising out of or concerning the Customer's use in any manner of the Service provided herein. If TCT Technologies is named as a defendant or required to respond to any action arising from or concerning the Customer's activities under this Agreement, the Customer agrees to indemnify and hold TCT Technologies harmless from all arbitration, court and attorney's costs and fees. TCT Technologies reserves the right to immediately discontinue, disconnect, limit, or revoke the Service without warning to the Customer should the Customer, at the sole discretion and determination of TCT Technologies, cause any type of activity or load which is incompatible with TCT Technologies's network, causes quality of service issues, or otherwise impairs the ability of TCT Technologies to maintain or provide service to other customers. In the case that the Service is suspected of being misused by the Customer, including for fraudulent activity, TCT Technologies reserves the right at its sole discretion to immediately terminate the Service and inform the authorities that the Service is believed to have been used for inappropriate business. TCT Technologies shall not be liable for any direct, indirect or consequential damages resulting from a decision to discontinue, disconnect, limit, or revoke the Service with or without warning or for informing the authorities about the possibility of inappropriate business activities.

#### Section 8: Limited Warranty; Exclusions

For equipment purchased directly from TCT Technologies by the Customer, TCT Technologies will pass on to the Customer any applicable manufacturer's warranty with respect to such equipment. For warranty repairs, the Customer may contact TCT Technologies's customer service department.

EXCEPT AS PROVIDED ABOVE, TCT TECHNOLOGIES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, TCT TECHNOLOGIES DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OMISSION, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. ANY CLAIM AGAINST TCT TECHNOLOGIES MUST BE MADE WITHIN NINETY (90) DAYS OF THE EVENT GIVING RISE TO THE CLAIM OR 90 DAYS FROM THE TERMINATION OF SERVICE, WHICHEVER IS EARLIER, AND TCT TECHNOLOGIES SHALL HAVE NO LIABILITY THEREAFTER. TCT TECHNOLOGIES'S TOTAL POSSIBLE LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE AMOUNT OF FUNDS ACTUALLY RECEIVED BY TRIANTAN DURING THE TERM.

#### Section 9: Limitation of Liability

TCT Technologies shall not guarantee constant access to the Service. Liability for interruption of the Service and/or a lack of quality of the Service, including but not limited to errors and omissions relating to a directory listing and CNAM, shall be limited to a maximum of the sum of two months charges for the Service. TCT Technologies reserves the right to interrupt the Service for maintenance and systems upgrades at its discretion. TCT Technologies shall not be liable for any delay in the Service or performance directly or indirectly caused by or resulting from acts of God, fire, flood, severe weather, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, power failure or loss of electricity, equipment failure, interruption of broadband or high-speed internet access, late delivery by suppliers, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, microprocessor chips and raw material shortages, endemic, pandemic, actions or inactions of third party office movers, permit, construction or occupancy delays, or other causes beyond the reasonable control of TCT Technologies. IN NO EVENT SHALL TCT TECHNOLOGIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE OR EQUIPMENT PROVIDED HEREUNDER, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF TCT TECHNOLOGIES OR OTHERWISE, EVEN IF TCT TECHNOLOGIES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

#### Section 10: Changes to Service and Agreement

TCT Technologies reserves the right to make changes to this Agreement or the Service as a result of changes in applicable regulations or for other reasons in TCT Technologies's reasonable discretion. In the event of such changes the Customer will be notified in writing and the Customer's continued use of the Service following notice of the changes will constitute the Customer's consent to such changes.

#### Section 11: Right to Identify Customer

It is specifically agreed that TCT Technologies may identify the Customer as a customer of TCT Technologies and include the Customer's name and any applicable logo in TCT Technologies's marketing materials that identify TCT Technologies's customers. Customer may request at any time that TCT Technologies not use the Customer's identity in marketing material at any time.

#### Section 12: Contract Term and Cancellation

Customer is entering into a "Term" agreement to maintain the Services for the period of time indicated above. Cancellation of any services per this Agreement requires written notification with validated proof of delivery, either via Certified U.S. Mail or Courier receipt acknowledgement. If you cancel the Services prior to the expiration of the Term, Customer will be required to pay 100% of the remainder of any amortized charges included in the monthly charge. Hardware and other one-time charges will not be refunded or credited if Services are canceled, once such hardware is delivered to Customer site.

#### Section 13: Governing Law and Venue

This Agreement shall be governed by the laws of the State of Illinois and any disputes or controversy arising hereunder shall be arbitrated or adjudicated in DuPage County, State of Illinois. The Customer hereby consents to personal jurisdiction for all claims of any nature concerning the Customer and TCT Technologies in Wood Dale, Illinois and specifically consents to service of process being effectuated by certified mail at the Customer's address. In the event that any action is brought to enforce or construe any of terms of this Agreement, or for the breach the terms of this

Agreement, or concerning the indemnification clause contained herein, the prevailing party shall be entitled to recover, in addition to all other damages, reasonable attorney's costs and fees.

This Agreement contains the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings or agreements regarding such subject matter. In the event of any conflict between this Agreement and the terms of any purchase order or acknowledgment, this Agreement shall control.

**Section 14: Entire Agreement**

**SCHEDULE A  
E911 Disclosure**

The Federal Communications Commission ("FCC") requires TCT Technologies, like all Voice over Internet Protocol ("VoIP") service providers, to inform its customers of any differences between the E911 access capabilities available with Hosted VoIP as compared to the E911 access capability available with traditional telephone service. TCT Technologies requests that Customer carefully read this E911 Disclosure (this "Schedule A") and understands how these differences affect Customer's ability to access E911 services. If Customer has any questions or concerns about the information contained in this Schedule A, or if Customer does not understand anything discussed in this Schedule A, please contact TCT Technologies Customer Service representatives at 877-282-9227 during the hours of 8 a.m. to 5 p.m. Central Standard Time, Monday – Friday.

The FCC's E911 VoIP decision also requires TCT Technologies to obtain and keep a record on file showing that the Customer has received and understood this Schedule A.

**If Customer fails to acknowledge to this Schedule A, TCT Technologies may be required by the FCC Order to suspend Customer's service until TCT Technologies does received Customer's acknowledgment.**

**By signing this Schedule A, Customer is affirmatively acknowledging that (1) Customer has read and understands this Schedule A, (2) Customer understands that you it not be able to contact emergency services by dialing 9-1-1 using Hosted VoIP, and (3) Customers understands that it must inform users of Hosted VoIP that they may not be able to contact emergency services by dialing 9-1-1 using Hosted VoIP.**

Customer may obtain a copy of the FCC regulation and accompanying E911 VoIP decision in Docket No. 05-196 at the following web address: <http://www.fcc.gov/cgb/voip911order.pdf>.

1. **HOSTED VOIP E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE.** Although the Integrated Access Device ("IAD") TCT Technologies placed on Customer's premises may be equipped with back-up battery power, in the event of a commercial power outage lasting longer than the IAD battery life, the IAD will lose power causing a loss of voice and data service, including access to E911 services. Once power service is restored, Customer may be required to reset or reconfigure Customer's equipment before it will be able to use Hosted VoIP to contact E911 services. Customer is responsible for providing an uninterruptible backup power supply if it wishes to ensure continued operation of electrical equipment in the event of a power outage.
2. **HOSTED VOIP E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED OR HOSTED VOIP HAS BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT.** Once Customer's broadband connection and Hosted VoIP have been restored, Customer may be required to reset or reconfigure its equipment before it will be able to use Hosted VoIP service to contact E911 services.
3. **CUSTOMER MUST PROVIDE TCT TECHNOLOGIES WITH CUSTOMER'S CORRECT SERVICE ADDRESS OR HOSTED VOIP E911 SERVICES CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST CUSTOMER.** If Customer notices that the service address information identified in this Agreement or any invoice pursuant to this Agreement is inaccurate, Customer can make corrections by calling TCT Technologies's Customer Service representatives at 877-282-9227 during the hours of 8 a.m. to 5 p.m. Central Standard Time, Monday – Friday.
4. **HOSTED VOIP E911 SERVICES CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST CUSTOMER IF CUSTOMER DISABLES, DAMAGES OR MOVES THE IAD TO A LOCATION OTHER THAN THE SERVICE ADDRESS CUSTOMER PROVIDED TO TCT TECHNOLOGIES WHEN SERVICE WAS INITIATED.** If Customer wishes to move to a new service address or report damage to its IAD, please call TCT Technologies's Customer Service at 877-282-9227 during the hours of 8 a.m. to 5 p.m. Central Standard Time, Monday – Friday.
5. **HOSTED VOIP E911 SERVICES CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE.** Due to network congestion or problems, calls to E911 services made using Hosted VoIP may be dropped, in which case Customer will not be connected to emergency services, or its E911 calls may take longer to connect than E911 calls made using traditional telephone service.

**IN ADDITION, YOU SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING E911 SERVICES AND YOU MUST INFORM YOUR Hosted VoIP USERS OF THESE ALTERNATE MEANS.**

**CUSTOMER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE B  
Hosted VoIP Features**

**Key Features**

Find Me Follow Me/Simultaneous Ring	Unified Messaging (Voicemail to Email)
End User & Administrator Portal Access	Automated Attendant & Incoming Call Manager
Multi-Line Hunt Groups	Unlimited Local Calling Per Seat
500 Minutes US/Canada LD Per Seat	Directory of All Users
Music on Hold	Direct Inward Dialing (DID) for All Users
Unavailable Call Forwarding (per DID/Seat)	

**Standard System-wide Features**

Web-based Administration	Auto Attendant
Shared Line Appearance	Outgoing Call Blocking
Mandatory Account Codes	Selective Call Rejection
Anonymous Call Rejection	Toll Restriction
Find Me Follow Me	Business Group Dialing Plan
Special Intercept Announcements	Multi-line Hunt Groups
Music on Hold	Click-to-call (w/Desktop Assistant)
Remote Worker Support	Call Logs

**Standard Individual Features**

Station-to-station intercom calling	Do Not Disturb
Message Waiting Lamp	Line State Monitoring
Call Park/Retrieve	Directed Call Pick-up
Short Codes (group and personal)	Account Codes (mandatory and optional)
Internal/External Called ID Presentation	Distinctive Ring for Internal/External Calls
Call Forwarding (unconditional, busy, selective, fixed)	Call Rejection (anonymous or selective)
Automatic Recall (AR) and Callback (AC)	Call Waiting (with or without Called ID)
Called ID/Calling Name (delivery and blocking)	SimRing
SIP Call Forking	Find Me Follow Me

**Optional Features**

Fax to Email as Adobe PDF	Toll Free Number
Portal Assistant (Click-to-dial) from Outlook	Portal Mobile (Smartphone App)
ATA Line (Analog Line for Fax or Other Application)	Premium Automated Attendant (including Sub-menus)
Custom Music on Hold	Call Recording/ACD Reporting
Speech-to-Text (Transcribe voicemail to text)	Additional DID Numbers

**Voice Quality and Best Effort Voice**

TCT Technologies provides quality of service for voice on all circuits that are provided by TCT Technologies and provisioned with voice QoS optimization. This includes prioritization of voice packets on the TCT Technologies network and the last mile of Customer's circuit. TCT Technologies cannot provide nor does TCT Technologies guarantee the quality of service on circuits without voice QoS optimization regardless if the circuits are provided by TCT Technologies, another provider, or as customer provided access. Customer understands that all voice services provisioned without voice QoS optimization, including those provided by TCT Technologies, another provider, and customer provided access are offered as a BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY).

**Service Pre-qualification**

Pre-qualification information contained in this Agreement is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Customer and substituted upon Customer's approval, which may result in changes to the quoted MRCs and NRCs. TCT Technologies commits to making reasonable efforts to find the least expensive access available that meets the Customer's requirements.

**SCHEDULE C**  
**Customer Site Installation(s), Contracted Offerings**

Customer Locations (List All Sites)
1.

**Voice Configuration Services - (all fields must be answered)**

Feature	Response
International Call Blocking	Yes/No
Operator Assist Block	Yes/No
Directory Assistance (411) Block	Yes/No
Easy Auto Attendant	Yes/No (IF YES PROVIDE NUMBER)
Enhanced Auto Attendant	Yes/No (billable)
Basic Music on Hold	Yes/No
Custom Music on Hold (billable option)	Yes/No (billable)
Outbound Calling Line Identification (answer blocked/not blocked)	Blocked/Not Blocked
Is outbound called ID to show (answer Main Number – Each DID)	Main Number/Each DID
Main Listed Number (area)	Area Code – Prefix – Suffix
Outbound Caller ID Name (15 characters max)	
LD Carrier (if not Re-Invent)	
Are MLHGs Required	Yes/No (If yes must include Number)
Are MADNs Required	No
Are Call Logs Required	Yes/No
Multi-site Customer in Existing Business Group	Yes/No

**Notes**

- Standard International rates will be billed on a per-minute basis.
- This proposal is valid for 30 days from proposal date.
- Proposal assumes installation during regular business hours, Monday – Friday 8am – 5pm.
- Non-Recurring Solution Design, Integration & Implementation Charge does not include applicable tax and shipping. Applicable tax and shipping will be added to final invoice.
- Coverage and billing will begin on the day of solution cutover.
- Billing for recurring Services will be monthly based on Agreement rates and any recorded overages.

**SCHEDULE D**  
**Hosted VoIP**  
**Service Level Agreement**

**Hosted VoIP Services SLAs**

Category	Priority	Response Time	Resolution Time	Escalation Threshold
Critical service interruption or work stoppage (all users)	1	Within 1 hour	Best Effort	4 hours
Major degradation of service and performance (affecting many users and critical functions) or VIP PERSONNEL ISSUE	2	Within 4 hours	Best Effort	8 hours
Medium degradation of service and performance (affecting a limited number of users and critical functions)	3	Within 24 hours	Best Effort	48 hours
Minor degradation of service and performance (affecting a single user)	4	Within 36 hours	Best Effort	72 hours
Configuration Move, Add, or Change	5	Within 48 hours	Best Effort	96 hours

**SCHEDULE E  
Managed Services Scope of Work**

<b>Voice Support Coverage</b>	
<b>Item or task</b>	<b>Included:</b>
Add Moves and Changes that take less than 30 minutes	Yes, remotely
Provisioning phones	Yes, remotely
Troubleshooting	Yes, remotely
ATA	Yes, remotely
Fax to Email	Yes, remotely
e911 Setup and Verification	As requested
Mobile Device Application Troubleshooting	No
Softphone Application Troubleshooting	Requires MSP or MSSP services
Firewall, Switch, and other CPE issues	Requires MSP or MSSP services
Wiring Issues	Yes, for additional fee
Internet Carrier Issues	Yes, for additional fee
Compliance Reporting and Consulting	Yes, for additional fee
Paging	Yes, for additional fee