

NexMatrix Telecom, LLC Service Order and Agreement Form

VAR ID: _____

Date: _____

Customer Information:

Company Name: _____ Contact Name: _____

Billing Address: _____

City: State: Zip: _____

Primary Contact: Phone: _____ Email: _____

Billing Contact: Phone: _____ Email: _____

FAX Number: _____

Consumer plans are available via plusMatrix. If you require a consumer plan, please check with your Sales Support Representative (SSR).

For Number Porting, Please use the Letter of Agency.

Business Plans *(Ask about custom plans)*

One DID provided with nexCarrier per line at no charge. All other DIDS are priced at \$2.00 per DID per month. Additional DIDS are also priced at \$2.00 each per month. There is a one time DID setup fee is \$2.00 per DID.

nexMetered (Select the plan below) Tier A Pricing:

Includes incoming and outgoing calls

Circle the number of years for the plan below and initial on the right.

Minutes Combined	1 Year Cost/Min./mo.)	2 Year Cost/Min./mo.)	3 Year Cost/Min./mo.)	Select Minutes
* A la carte	0.022	<i>1 year only available</i>	<i>1 year only available</i>	Initial: _____
5,000	0.021 (\$105)	0.020 (\$100)	0.018 (\$90)	Initial: _____
10,000	0.020 (\$200)	0.019 (\$190)	0.017 (\$170)	Initial: _____
25,000	0.019 (\$475)	0.018 (\$450)	0.015 (\$375)	Initial: _____
50,000	0.017 (\$850)	0.016 (\$800)	0.014 (\$700)	Initial: _____
100,000	0.016 (\$1600)	0.015 (\$1500)	0.013 (\$1300)	Initial: _____
250,000	0.015 (\$3750)	0.014 (\$3500)	0.012 (\$3000)	Initial: _____
500,000	0.013 (\$6500)	0.012 (\$6000)	0.011 (\$5500)	Initial: _____
1,000,000	0.012 (\$12000)	0.011 (\$11000)	0.009 (\$9000)	Initial: _____
Setup Fees:				
\$40.00	\$30.00	\$20.00	\$20.00	Initial: _____

Additional Lines for ATA Adapter @ \$5.00/ea x _____ = _____

* A la cart here is \$9.99 and add all extras. Initial if you select a la carte: _____

nexIncoming (Select the plan below):

Outgoing minutes selected below. Each incoming line at 4,000 minutes each – please write the number of trunks/lines

Circle the number of years for the plan below and initial on the right.

Minutes Outgoing	1 Year Cost/Min./mo.)	2 Year Cost/Min./mo.)	3 Year Cost/Min./mo.)	Select Minutes
A la carte	0.022	1 year only available	1 year only available	Initial: _____
5,000	0.021 (\$105)	0.020 (\$100)	0.018 (\$90)	Initial: _____
10,000	0.020 (\$200)	0.019 (\$190)	0.017 (\$170)	Initial: _____
25,000	0.019 (\$475)	0.018 (\$450)	0.015 (\$375)	Initial: _____
50,000	0.017 (\$850)	0.016 (\$800)	0.014 (\$700)	Initial: _____
100,000	0.016 (\$1600)	0.015 (\$1500)	0.013 (\$1300)	Initial: _____
250,000	0.015 (\$3750)	0.014 (\$3500)	0.012 (\$3000)	Initial: _____
500,000	0.013 (\$6500)	0.012 (\$6000)	0.011 (\$5500)	Initial: _____
1,000,000	0.012 (\$12000)	0.011 (\$11000)	0.009 (\$9000)	Initial: _____
Number Trunks (each)	\$32.00 _____	\$29.00 _____	\$24.00 _____	Initial: _____
Setup Fees:				
\$40.00	\$30.00	\$20.00	\$20.00	Initial: _____

nexCarrier (Select the plan below):

Write the number of plan lines under the year you wish to signup for, Initial both lines

Minutes (3,000 Cap)	1 Year Cost/Min./mo.)	2 Year Cost/Min./mo.)	3 Year Cost/Min./mo.)	Select Minutes
Per Line/Trunk	\$39.95	\$37.95	\$33.95	Initial: _____
Number Trunks (each)	_____	_____	_____	Initial: _____
Per Minute overage	\$0.021	\$0.019	\$0.018	
Setup Fees:				
\$40.00	\$30.00	\$20.00	\$20.00	Initial: _____

Add Toll-Free Inbound (Select the plan below):

Minutes Outgoing	1 Year Cost/Min./mo.)	2 Year Cost/Min./mo.)	3 Year Cost/Min./mo.)	Select Minutes
A la carte	0.034 (+\$3/mo)	1 year only available	1 year only available	Initial: _____
5,000	0.030 (\$150)	0.029 (\$145)	0.028 (\$140)	Initial: _____
10,000	0.029 (\$290)	0.028 (\$280)	0.027 (\$270)	Initial: _____
25,000	0.028 (\$700)	0.027 (\$675)	0.026 (\$650)	Initial: _____
50,000	0.026 (\$1300)	0.025 (\$1250)	0.024 (\$1200)	Initial: _____
100,000	0.024 (\$2400)	0.023 (\$2300)	0.022 (\$2200)	Initial: _____

No setup charges for Toll Free Services

Optional Features (Select the feature below):

DIDS	Please use DID attachment Appendix A @ \$2.00/ea	
E911	\$1.50	Initial: _____
Canada Toll Free	\$3.00/mo - \$0.085/CPM	Initial: _____
Toll Free DID	\$2.50	Initial: _____
Toll Free Number Port	\$25.00/in \$5.00/out	Initial: _____
Number Port:	\$24.00	Initial: _____
E411	\$1.50	Initial: _____
DID setup Charge/each	\$2.00	Initial: _____
Phone CNAM listing	\$1.50	Initial: _____
CNAM setup:	\$10.00	Initial: _____

PBX Details

PBX Make and Model: _____ Revision: _____
IP address(es): _____ Preferred Codec: _____
Firewall Make and Model: _____ Revision: _____
Broadband provider: _____ Connection Speed: _____
Preferred NPA/NXX or Rate Center: _____

Additional Notes:

Credit Card Authorization

Payment: Accepted only by Credit/Debit Card, please fill out below

One Time Authorization:

I hereby authorize a one time charge in the amount of \$ _____. This approved amount is to cover my first month of service and one time set up fee as contracted in the terms of service agreement. Your minimum should represent an amount that will prevent a disruption in service.

- *Once this amount is expended you will need to make a new payment to avoid disruption of service.*

Reoccurring Charge:

I hereby authorize a reoccurring charge to replenish my account up to \$ _____ at the time that it reaches a minimum of \$ _____ *(The minimum amount should be a figure that will prevent a disruption in your service).* This approved amount is set to cover my reoccurring monthly fees, any usage and taxes as contracted in the terms of service agreement.

As the primary card holder, I hereby authorize nexMatrix, a division of nexMatrix Telecom, LLC to charge my card as directed above. Your credit card statement will read nexMatrix Telecom, LLC

Cardholder Signature: _____ Date: _____

Cardholder Name Printed: _____ Phone: _____

PLEASE FAX BACK TO 208.991.1047 ONCE COMPLETED

Credit Card Information

Please circle your card type: Visa – Mastercard - American Express – Discover

Card Number _____ Exp Date ____/____ CCV Code _____

Name on Card _____

Billing Address: _____

City: _____ State: _____ Zip: _____ - _____

Service Agreement

This Service Agreement ("Agreement") is between nexMatrix, a Division of nexMatrix Telecom, LLC ("nexMatrix.com") and the Customer. This Service Agreement ("Agreement") is entered into on the date signed below (The "Effective Date"), between nexMatrix, a Division of nexMatrix Telecom, LLC, an Idaho Corporation having a business address at 1109 14th Street South, Nampa, ID 83651 (hereinafter "Provider"); and

_____, a _____ entity having a business address at _____

(hereinafter the "Carrier"). Provider and Customer are collectively referred to herein as the "Parties" and individually as "Party".

Services provided are based on the Terms and Conditions contained herein and are subject to change with updated versions of this document available for viewing and download on <http://www.nexmatrix.com/agreement.pdf>. Updated versions of this document will take effect on the first date of the month following posting of the updated version, with updated versions identified with the month and year they become effective. Customer should therefore check the site regularly for updated versions. Customer accepts said Terms and Conditions, as acknowledged by signature on the relevant Service Order Form ("SOF"), and agrees to be bound by them.

Definitions:

"E911 Services" means functionality that allows end users to contact emergency services. 911 Services include Enhanced 911 Service, which have the ability to route an emergency call to the Public Safety Answering Point ("PSAP") assigned to the primary Subscriber address and provide the Subscriber's address and DID/DOD information.

"DID/DOD" means a telephone number assigned by nexMatrix.com to Customer for use by a Subscriber with SIP Origination – Enhanced Local service.

"RFC" means Request for Comments

"IP" means Internet Protocol.

"LNP" means local number portability.

"PSTN" means public switched telephone network.

"Rate Center" means a geographic area (determined by the applicable ILEC) within an LCA or Market that is associated with one or more specific

NPA/NXX codes. A list of available Rate Centers is available upon request.

"TN" means a telephone number assigned by nexMatrix.com to Customer (or that Customer ports to nexMatrix.com) and used by Customer in connection with nexMatrix.com's SIP Origination for Basic Inbound service.

"VoIP" means Voice over IP.

1. Services Provided. Provided that Customer is not in default of its obligations stated herein, nexMatrix.com shall provide Customer with the Service ordered in the nexMatrix.com Service Order Form, which Service Order Form is incorporated herein by reference, for the Service Term, the Service Term being defined in Section 10. If Customer has purchased or leased Equipment from nexMatrix.com or its certified third party leasing company then the Customer must install Equipment in accordance with instructions provided by nexMatrix.com (or its third party vendor). In addition nexMatrix.com Equipment must be used solely for the purpose of Service utilization. Customer is solely responsible to obtain, use and operate any equipment not provided by nexMatrix.com that may be used in association with the Service.

2. Service Description. nexMatrix.com's SIP Origination - Basic Inbound service is an IP termination service for PSTN originated calls available in nexMatrix.com's select Rate Centers using DIDs provided by or ported to nexMatrix.com.

nexMatrix.com's SIP Origination – Basic Inbound service is intended for use as inbound-only service.

3. Service Limitations. nexMatrix.com's SIP Origination - Basic Inbound does not provide any outbound calling, 911 services, 411 or any operator or directory services. nexMatrix.com SIP Origination - Basic Inbound also does not include either inbound caller name or caller location or white page listings. All special configurations are subject to nexMatrix.com's approval and nexMatrix.com reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of nexMatrix.com's network may be blocked by nexMatrix.com.

4. Customer Responsibilities. Customer shall, at its sole cost, be responsible: (i) for providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP application and the Customer network to operate with the nexMatrix.com SIP Origination – Basic Inbound service and for providing and ensuring the successful installation of all equipment and software necessary for Subscribers to use services sold to it by Customer; (ii) to obtain and provide to nexMatrix.com, prior to installation of the particular SIP Origination – Basic Inbound service, the IP address(es) for the SIP proxy server, the Customer VoIP Application and/or any other applicable hardware/software solution; (iii) for all Subscriber Tier 1 support and (iv) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. Customer may pass such obligations on to Resellers, but all information required to support SIP Origination – Basic Inbound service shall be supplied to nexMatrix.com by Customer. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS NEXMATRIX.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

5. Service Availability. The Service is available throughout the Service Term, except in the case of scheduled maintenance of the nexMatrix.com network and/or its underlying carrier's network. nexMatrix.com will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of Service. nexMatrix.com may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers.

6. TN Quantities. nexMatrix.com will exercise commercially reasonable efforts to gain access to requested TN quantities, but nexMatrix.com does not guarantee TN availability. nexMatrix.com may, upon 10 days prior written notice, reclaim any TNs that have not been used to pass traffic within the immediately preceding 120 day period.

7. Interop Testing. If Customer has the Service, as shown on the Service Order Form, nexMatrix.com will provide the Customer with local connectivity to the appropriate public switched telephone network ("PSTN") and will deliver voice traffic to the Customer via an internet protocol version based on Session Initiation Protocol ("SIP") signaling. Prior to the provisioning of Service, Customer must successfully complete interoperability ("Interop") testing with nexMatrix.com. Should the interop process yield compliance requirements the Customer does not wish to or cannot meet, this Agreement may be terminated without penalty to the Customer.

8. Termination. In addition to any other rights at law or in equity, Provider may immediately suspend the delivery of Services and/or terminate this Agreement in the event that Customer (i) fails to provide a Deposit as required in this Agreement; (ii) fails to make payment for prepaid domestic US service by first of each month without any notice or fails to make payment for other measured services when due and to remedy such nonpayment within one (1) business day after receipt of written notice thereof from Provider; (iii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature; or (iv) commits a breach of any of the material terms of this Agreement (other than a breach of the Deposit or payment obligation as addressed in (i) and (ii) above) and fails to remedy such breach within fifteen (15) days after receipt of written notice thereof from Provider. In the event of any termination of this Agreement, Customer shall pay Provider for all Services rendered through and including the date of termination. In the case of early termination of the fixed term pursuant to this Agreement prior to the expiration of the Term either by Provider pursuant to this Paragraph or by Carrier for any reason other than a material breach solely attributable to Provider, Customer shall remain liable to pay Provider for the monthly charges or minimum commitments defined in the relevant Attachment hereto for the remainder of the then-current Term. Customer understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with Provider and/or its affiliates and understands and agrees that such breach shall authorize Provider and/or any of its affiliates to immediately suspend performance under, and/or terminate, said agreements with Customer for default if such breach(s) have not been cured within the time provided for in this Agreement.

In the event of Customer's early termination of this Agreement prior to the expiration of any fixed term, Customer shall pay Technology Alignment all charges for service provided through the effective date of such termination . Plus 75% of the

balance of the Term's MRC's . It is agreed that Technology Alignment damages, if service were terminated prior to the expiration of the Agreement Term, would be difficult or impossible to ascertain. Accordingly, the terms are intended as liquidated damages and not as a penalty in the event of early termination. Termination of Service shall not relieve Customer of it's obligation to pay all fees for services selected and owing up to and including the date of termination or any other amount payable to Technology Alignment.

9. Limitation of Liability. Customer acknowledges that Provider has no control over how a foreign administration or third party carrier establishes its own rules and conditions pertaining to international telecommunications services. Carrier agrees that absent willful misconduct by Provider, its directors, officers, employees and agents, Provider, its directors, officers, employees and agents shall not be liable for any loss or damage sustained by Customer, its interconnecting carriers, its customers or its end-users due to any failure in or breakdown of the communication facilities associated with providing the Services, for any delay, interruption or degradation of the Services whatsoever shall be the cause or duration thereof, or for any other cause or claim whatsoever arising under this Agreement. In no event shall either Party be liable to the other Party for consequential, special or indirect losses or damages sustained by Carrier or any third parties in using the Service howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, loss of profits, loss of Carriers or damage to reputation or goodwill).

10. Telemarketing or Outbound Call Center Traffic. Provider or Provider's affiliates do not accept for termination any traffic of such origin, without express written permission. Absent express permission, any such traffic in excess of 20% of the carrier's traffic under this Agreement, may be billed at a 10% surcharge and/or discontinued at any time by Provider without liability to Provider.

11. Calling Party Number. The Customer must pass a valid and correct US or Canada number as Caller ID (CLID) or ANI. Provider reserves the right to refuse service if such ANI is not passed.

12. Force Majeure. No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement (other than any payment obligation) shall give rise to any claim against such Party or be deemed a breach of this Agreement if such failure or omission arises from an act of God, an act of Government, any cause reasonably beyond the control of a Party, or any other circumstance commonly known as force majeure.

13. Porting Numbers. nexMatrix.com will require a completed and signed Letter of Authorization ("LOA") for any numbers or toll free numbers the customer wishes to port. Applicable LOAs are attached hereto. In addition, nexMatrix.com will require a recent, applicable copy of the Customer's current phone bill which contains the Customer's Billing Telephone Number ("BTN") as well as a record of any numbers that need to be ported. Necessary LOA(s) and Bill Copy(s) must be received by nexMatrix.com before nexMatrix.com initiates the port request.

14. Additional Charges. Disconnect Charges: For any request to disconnect or port out a nexMatrix.com assigned TN, a non-recurring charge of \$5 per TN will be charged. LNP Charges: For canceled LNP request more than 48 hours before FOC, a non-recurring charge of \$6 per TN will be charged. For canceled LNP requests within 48 hours of FOC, a non-recurring charge of \$75 per TN will be charged. For any request to reinstate, within 24 hours, a newly ported phone number to the original carrier, a non-recurring charge of \$300 per number will be assessed. Payphone-related charges: All rates provided for SIP Origination – Basic Inbound are net of any applicable origination charges by third party payphone providers. nexMatrix.com will pass these surcharges through to Customer and Customer shall be responsible for payment of all such surcharges. Call Duration Thresholds: All per minute rates (Interstate LD, Intrastate LD, Local if applicable, 800 Domestic) assume at least 95% of calls terminating will be of a call duration of no less than six (6) seconds in length. If 5% or more of Customer's completed calls are equal to or less than six (6) seconds in length during any billing cycle then nexMatrix.com reserves the right to charge, and Customer shall pay, a \$0.03 charge per short duration call. This charge will be in addition to Customer's current rates.

15. Service Term. The initial Service Term for the nexMatrix.com Service provided to Customer shall be "A la carte" or at least one (1) year and up to three (3) years from the Service Commencement Date depending on the Service Term selected on said Service Order Form. After such initial term, Service shall continue to be provided on a month-to-month basis, unless terminated in writing by nexMatrix.com or by Customer via email. The initial Service Term plus the continuation of Service as provided in this Section 10 are referred to collectively as the "Service Term." (The Agreement Term is coterminous with the Service Term.)

16. Billing Increments. Billing increments are set forth below.

Originating Destination	Initial Billing Increment (Seconds)	Additional Billing Increment (Seconds)
US Domestic	15	6
Alaska, HI and all others	30	6

17. Additional NRC (if applicable). In addition to the standard NRC listed above, the following NRC, if applicable, will apply:

- Service Reinstatement Fee: \$50.00 plus any charges imposed by underlying carrier(s)
- Rejected Credit Card/Unpaid Check: \$40.00 (or legal limit)
- Cancellation of Service prior to installation: \$100.00

18. Limitation of Liability. nexMatrix.com's SIP Origination – Basic Inbound service is intended for use as inbound-only service. Unless and to the extent that Customer has combined this services with another service (whether provided by nexMatrix.com or other service provider) for the purpose of enabling certain outbound calling capabilities, (i) Customer agrees to advise in writing all end users obtaining Service by or through Customer that nexMatrix.com SIP Origination – Basic Inbound service does not include outbound calling services and does not support 911 functionality, and (ii) nexMatrix.com shall charge Customer for such outbound calling at nexMatrix.com's then prevailing rates for SIP Termination. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS NEXMATRIX.COM, ITS OFFICERS, EMPLOYEES, AGENT AND AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, COSTS OR DAMAGES OF WHATEVER NATURE ARISING FROM OR RELATING TO THE USER OF ANY NEXMATRIX.COM SIP ORIGINATION – BASIC INBOUND SERVICE FOR OUTBOUND CALLING. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS NEXMATRIX.COM AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR RESELLERS TO COMPLY WITH THIS SECTION.

19. RFC 3261 Compliance. This service is based on RFC 3261 – "SIP-Session Initiation Protocol" and requires Customer to conform to this standard. In the event nexMatrix.com determines that Customer is in violation of RFC 3261 and this violation prevents nexMatrix.com from accurately rating or billing Customer's calls, nexMatrix.com reserves the right to bill the customer based on their estimated usage and rates, based on nexMatrix.com's discretion.

20. Acceptable Use Policy. All use of Service must comply with nexMatrix.com's Acceptable Use Policy ("AUP"), which is posted at www.nexmatrix.com, and is incorporated herein by reference. By accepting nexMatrix.com Service, Customer agrees to comply with this AUP and any subsequent modifications thereto. nexMatrix.com reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Violation of the AUP shall be considered a material breach of this Agreement pursuant to the Master Service Agreement.

21. Universal Service Fund (USF). Carrier acknowledges awareness of FCC determination requiring all interconnected VoIP providers to assess Universal Service Fund to end-users. Carrier agrees that PROVIDER will indicate USF tax liability on Carrier's wholesale billing statements and will collect and remit USF funds for those Carriers qualified as "de minimus", at a rate and under terms and conditions according to Universal Service Fund Fact Sheet (hereafter "USF Fact Sheet") herein attached as Schedule 2 and incorporated as a term of this Agreement. Payment of USF funds by Carrier to PROVIDER is subject to the same terms and conditions as payment for Services, including, but not limited to, pre-payment terms. Any Carrier not qualifying as "de minimus" agrees to immediately conform to the registration requirements as detailed in the USF Fact Sheet, and agrees that Carrier will supply PROVIDER with all requested documentation as detailed in the USF Fact Sheet prior to the 15th day of the month following execution of this Agreement

22. 911/E911 and CALEA. Customer acknowledges awareness of various pending state and federal regulatory actions which may affect the nature and treatment of VoIP traffic including the determination as to the appropriate obligations of VoIP Providers with regard to 911/E911 and CALEA obligations. Customer further recognizes that additional governmental action, ruling, or interpretation thereof, including but not limited to legislative action, might be taken to address the public safety obligations of VoIP Providers. Customer agrees to immediately conform this Attachment and the resulting network service arrangements in order to comply with any regulatory or governmental law, action, order or ruling, or the interpretation or application thereof related to such obligations.

23. Local Number Portability. Porting In. Customer may elect to port an existing number/ANI to Provider ("Port-In") for use of Provider Origination service. Provider will support all valid requests and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Provider's standard operating procedures and

charges. In order to accomplish any Port-In, Customer will be required to provide Provider with Letter of Agency on behalf of the number subscriber in form and substance as reasonably requested by Provider. Customer hereby represents and warrants to Provider that Customer has all necessary rights and authority necessary for any Port-In, and Customer hereby agrees to indemnify, defend and hold harmless Provider, its Affiliates and their officers, directors, employees and agents from and against any third party claim related to or arising out of any Port-In (or request for Port-In).

Porting Out. Customer acknowledges and agrees that Provider may receive requests by Customer, Customer's end-user/customer or a third-party Provider acting as agent on behalf of Customer or such end-user/customer ("Requesting Party") to port a number currently assigned to Customer, to a third party Provider ("Port-Out"). The parties agree that Provider will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Provider's standard operating procedures. In the event of any Port-Out, Customer agrees that until such time as the Port-Out is complete and no further traffic for such ANI traverses the Provider network, Customer shall remain bound by the terms of this Agreement for any and all traffic related to that number. Port-Outs will incur a charge which must be paid by Customer.

24. Governing Law. This Agreement shall be governed by the laws of the State of Idaho, without reference to its principles of conflict of laws. Customer irrevocably consents and submits to personal jurisdiction in the courts of Canyon County, Idaho for all matters arising under this Agreement. In the event an action is brought or an attorney is retained by any part to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.

25. Entire Agreement. This Agreement, including the relevant Attachments thereto represents the entire understanding between the Parties in relation to the matters herein and supersedes all previous agreements whether oral or written made between the Parties in relation to the subject matter hereof. Except as otherwise agreed herein, this Agreement may only be modified by a writing signed by authorized representatives of both Parties. The headings in this Agreement are for convenience of reference and shall not affect its construction or interpretation. In the event of any conflict, inconsistency or ambiguity between the provisions of this Agreement, any Attachment and/or the Tariffs, the interpretation shall be resolved by giving precedence to such documents in the following descending order: (a) the Attachments; (b) the Agreement; (c) the Tariffs.

nexMatrix

Printed Name: _____

By: _____

Date: _____

Contracts Department
1305 2nd Street South
BSMT A
Nampa, ID 83651
Phone: (208) 697-5808
Fax: (208) 991-1047

Customer

By: _____

Email: _____

Name: _____

Phone: _____

Title: _____

Fax: _____

Address: _____
