

The following terms and conditions govern the Customer Agreement (the “**Customer Agreement**”) and other agreements as referenced in the Customer Agreement; and the continuing business relationship between the Customer and Advantel Inc. (“**Advantel**” or “**Advantel Networks**”). All capitalized terms used but not defined herein, shall have the meanings provided in the Customer Agreement.

1. **Scope:** The terms and conditions set forth herein are applicable to all agreements and transactions between Advantel and Customer, including, without limitation, Advantel provided: (a) equipment, materials, software and other goods (collectively “**Products**”) and (b) installation services, implementation services, warranty services, maintenance and other related services (collectively, “**Services**”). The specific Products or Services provided are referenced in the Customer Agreement, the Quote Proposal and the presales Statement of Work (collectively “**SOW**”). Other terms and conditions set forth in a Customer purchase order, request or other correspondence that conflict with the terms and conditions set forth herein are void and of no effect unless Advantel expressly agrees to such conflicting terms and conditions in writing, signed by an authorized officer of AdvanTel.
  
2. **Purchase Price, Taxes, Shipping Charges, Payment Terms & Cutover:** The Purchase Price (“**Purchase Price**”) of Products and Services is set forth in Advantel’s quote herein and shall be paid in accordance with the Customer Agreement. The Purchase Price does not include any applicable taxes, or shipping charges that Advantel may incur, and these charges shall be added to the invoicing to the Customer as appropriate. A twenty-five percent (25%) restocking fee will be charged on all returned hardware products after 30 days from purchase. Software licensing cannot be returned. Delinquent payments are subject to a late payment charge of the lower of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. Customer agrees to reimburse Advantel for reasonable attorneys’ fees and any other costs associated with collecting delinquent payments. Customer shall pay taxes levied upon the sale, transfer of ownership, installation, license or use of Products or Services unless Customer provides Advantel with a tax exemption certificate. Customer shall not be responsible for taxes on Advantel’s net income. If payment of any portion of the Purchase Price is based upon Cutover, (“**Cutover**”) defined as the date when the installed Products and Services as provided are operational and able to perform substantially the function for which they are intended, then at that time an invoice will be processed for payment. Minor omissions or substitutions in availability of certain features or equipment failure which do not materially affect the functioning of the entire system will not affect the Cutover Date. Upon the Cutover Date, all future Products and Services sales between the Customer and AdvanTel (“**Orders**”) shall be executed on an Advantel Service Order (“**Service Order**”). The following are Advantel’s credit and payments terms unless otherwise defined in the **SOW** for a specific engagement:
  - (a) **New Customers** - A credit application is required for all new Customers with credit terms extended to Customers deemed creditworthy by Advantel. For new system cash transactions, 50% of the equipment subtotal is due at the proposal acceptance. The remaining 50% of the equipment subtotal is due at equipment delivery. Balance is due net 30 days from invoice date. Approved lease agreement transactions are completed with the appropriate lease deposit. For customers who provide their own leasing company, Advantel will treat the sale as a cash transaction; thus, a 50% deposit is due at proposal acceptance. For aftermarket sales less than \$2,000, the balance of the sale is due net 30 days from invoice date. For aftermarket sales greater than \$2,000, 50% of the equipment subtotal is due at the proposal acceptance. The remaining 50% of the equipment subtotal is due at equipment delivery. Balance due net 30 days from invoice date. Approved lease agreement transactions are completed with the appropriate lease deposit. For customers who provide their own leasing company, Advantel will treat the sale as a cash transaction; thus, a 50% deposit is due at proposal acceptance.
  
  - (b) **Existing Customers** - A credit application is required for all new Customers with credit terms extended to Customers deemed creditworthy by Advantel. For new system cash transactions, 50% of the equipment subtotal is due at the proposal acceptance. The remaining 50% of the equipment subtotal is due at equipment delivery. Balance is due net 30 days from invoice date. Approved lease agreement transactions are completed with the appropriate lease deposit. For customers who provide their own leasing company, AdvanTel will treat the sale as a cash transaction; thus, a 50% deposit is due at proposal acceptance. For aftermarket sales less than the Customer’s available credit limit, the balance of the sale is due net 30 days from invoice date. For aftermarket sales greater than the Customer’s available credit limit, 50% of the equipment subtotal is due at the proposal acceptance. The remaining 50% of the equipment subtotal is due at equipment delivery. Balance due net 30 days from invoice date. Approved lease agreement transactions are completed with the appropriate lease deposit. For customers who provide their own leasing company, Advantel will treat the sale as a cash transaction; thus, a 50% deposit is due at proposal acceptance.
  
3. **Security Interest:** To secure payment of the total unpaid balance of the Purchase Price, Customer hereby grants to Advantel and its successors or assigns, a security interest in the Products, and hereby authorizes Advantel to file financing statements and take such other steps as may be required in accordance with applicable law to perfect the security interest granted hereby in the Products. In addition, Customer shall execute and deliver to Advantel such documents as AdvanTel shall request in order to perfect such security interest.
  
4. **Customer Responsibilities:** Customer agrees: (a) to cooperate with Advantel in providing the Products and Services and give Advantel timely access to its premises for pre-installation site surveys, installation of Products and provision of Services at its site(s) where the Products are to be installed (the “**Site(s)**”); (b) that the Site will be a suitable environment for the Products, in compliance with applicable law and regulations and will include a space for installation of the Products, to be made available prior to delivery thereof; (c) to provide at its own expense all supplemental equipment and environmental services required for the installation and support of the Products, including, but not limited to, air conditioning and commercial electrical power, wiring and outlets and all equipment and software necessary to effectuate an interface between Customer provided equipment and Advantel provided Products and all appropriate access thereto; (d) to assume the risk of loss with respect to the Products at the time of delivery to the Site, except with respect to damage resulting from the negligence or misconduct of Advantel; (e) TO ENSURE THAT ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION; AND (f) TO BACK UP AND STORE THE SOFTWARE, DATA AND FILES ASSOCIATED WITH THE PRODUCTS ON AN ONGOING BASIS AND HAVE THIS INFORMATION READILY AVAILABLE FOR ADVANTEL AS REQUIRED FOR RENDERING THE SERVICES. Customer warrants and represents that, except as previously disclosed to Advantel in writing, Customer has no knowledge of asbestos or other hazardous materials (“**Hazards**”) at its Site. Customer agrees to promptly notify Advantel in writing if Customer becomes aware of Hazards on its Site while the Customer Agreement is in effect. Advantel assumes no liability for any conditions or Hazards existing on the Customer’s Site.

5. **Advantel Responsibilities:** Advantel agrees to (a) cooperate with the Customer in providing the Products and Services; (b) install the Products and perform the Services as referenced in the Customer Agreement in a workmanlike and commercially reasonable manner, and in accordance with applicable Product manufacturer's requirements and standards, and (c) provide general liability insurance in the amount of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate.
6. **Installation Date:** Installation of the Products and Services is to occur within ninety (90) days of execution of the Customer Agreement unless the parties agree otherwise in writing. If the site is not ready for installation within said 90 days (or other agreed time), Advantel may (a) request that the Purchase Price be adjusted by mutual agreement, (b) provide the Products and Services at the original Purchase Price, or (c) terminate the Customer Agreement and collect from Customer any restocking charges or other costs incurred by Advantel with respect to Products and Services purchased by Advantel for Customer.
7. **Concealment of Wiring and Termination of Carrier Telephone and Data Facilities:** Unless otherwise specified on the SOW or Quote, Customer agrees and accepts that any installation of wiring quoted by Advantel is done under the following terms and assumptions: (a) for horizontal station wiring to telephone sets, computers and other similar end points, wires are to be installed into a standard construction office environment with drop ceilings, fishable or open walls and an average wire run length of no greater than one hundred fifty (150) feet; (b) for vertical wiring and on premise distribution wiring (i.e. feed cables), there is a clear and accessible wire path, with no floors, walls or partitions that cannot be penetrated with the use of a standard hand held one-half inch drill (i.e. no core or hammer drilling is included); (c) for both (a) and (b), the use of standard PVC jacked cable is acceptable by fire code for installation into the Site; (d) if the Site requires "Teflon" or "Plenum" type cable, it is Customer's responsibility to bring this to Advantel's attention prior to the start of cabling installation; and (e) regarding telephone lines and trunks, and data/internet circuits provided to the Site by common carriers, all such circuits shall be terminated in the same room and within ten (10) feet of the Product it will be connected to. If any of the above conditions do not exist in the field, then Advantel will advise the Customer as soon as it becomes aware of such, and renegotiate the pricing of the applicable installation portions of the Customer Agreement.
8. **Warranty Support:** (a) Unless (i) otherwise specified on the SOW or Quote, or (ii) the Customer elects to execute a third party Post Warranty Service Agreement, (in which case the third party will provide all warranty and post warranty coverage directly), Advantel warrants that for one (1) year from the delivery date of all Hardware to the customer site, the Hardware will operate in accordance with the manufacturer's specifications and documentation (collectively, the "**Documentation**") in all material respects. Further, Advantel warrants for (90) days from the delivery date of all Software and Software Media product to customer site, the Software will operate in accordance with the applicable manufacturer's specifications and documentation. Any Workmanship provided by Advantel for all Products shall be warranted for (30) days from the defined in-service or Cutover date to have been implemented correctly and in accordance with the recommended practices of the manufacturer. This will be known as ("**Warranty Support**") and the initial time frame of this support will be the "**Warranty Support Period**". If a Product does not operate in accordance with the Documentation during the applicable Warranty Support Period, Customer must promptly notify Advantel. Advantel will then, at its option, either repair or replace such Product. Purchased or replacement parts and products may be new, remanufactured or refurbished, and Advantel shall use its best efforts to replace parts on a "like for like" basis (i.e. if a failed part is new, it shall be replaced with a new part whenever reasonably possible). Any removed parts and/or Products will become the property of Advantel and any replaced parts and/or Products shall become the property of the Customer. With respect to Products purchased from Advantel, Customer has the right, as its exclusive remedy, to return the Product for a refund of the purchase price if Advantel is unable to repair or replace the Product after a commercially reasonable period of time. Expendable items such as headsets, paper, printer ribbons, UPS batteries, diskettes, and other expendable items, are not warranted and will be replaced or repaired only if defective upon delivery. If elected for on the Customer Agreement, at the end of the Warranty Support Period, post warranty maintenance support services ("**Post Warranty Support Services**") will begin.
- (b) **Days and Hours of Warranty Support.** The days and hours of Warranty Support shall be the same as those selected by Customer on Maintenance Listing for Post Warranty Support Services. If Customer has declined Post Warranty Support Services on the Customer Agreement, then the hours of coverage for Warranty Support shall be 8:00 AM to 5:00 PM in the time zone of the location of covered Products, Monday through Friday, excluding any Advantel observed holidays. Under this default Warranty Support provision, remote alarm monitoring by Advantel is not included. Requests for support outside of the standard coverage hours will be accommodated at Advantel's option and billed at Advantel's then current per incident time and materials rates.
- (c) **Definitions.**(i) "Hardware" will reference any hardware products that the customer orders directly from Advantel and is delivered in the United States. Hardware does not include any standard or customized programming or installation performed specifically for the customer. (ii) "Software" will reference any computer or server program that is (1) ordered directly from AdvanTel and delivered in the United States, (2) in a source code executable format whether pre-installed on Hardware purchased from Advantel or installable as a software-only solution on Customer-provided hardware. (iii) "Product" will reference Hardware and Software, or any combination thereof. (iv) "Documentation" means the information that is published by the respective Hardware or Software manufacturer and is generally available to the public which may include installation and environmental specifications, operating instructions, and performance specifications. Documentation does not include marketing information. (v) "Cutover" date shall reference the date of notification to the customer that the Products are installed in accordance with the applicable Documentation. (vi) "Workmanship" will reference any standard or custom implementation labor services that the customer orders directly from Advantel and is delivered directly by Advantel or through a third party contracted by Advantel.
- (d) **Service Center Assistance.** AdvanTel will receive and log Customer requests for Warranty Support through the Advantel Technical Services Organization ("**Service Center**"). Unless otherwise directed, Customer's may access Advantel's Service Center by calling 800-377-4911.
- (e) **Remote Warranty /Post Warranty Support.** For products which allow for remote access, and for which the Customer has provided the required network connectivity, Advantel will troubleshoot and resolve product related problems via telephone interface, remote dial-in connection or data/internet connection.
- (f) **On-site Warranty Support.** For customers who execute an Advantel Post Warranty Support Services agreement, if Advantel cannot resolve a support request remotely, by the shipment of replacement Product to the Customer, or where the problem requires our technical organization to address it from at the Customer Site, Warranty Support includes the labor for the dispatch of Advantel's field technicians. Standard Warranty Support labor is provided from 8:00AM-5:00PM in the time zone of the covered Products, excluding Advantel holidays. If the Customer has executed a 24 x 7 Advantel Post

Warranty Support Services agreement, then 24 x 7 coverage will also be provided during the Warranty Period.

(g) Added Products. If Customer subsequently purchases additional products or services (“**Added Products**”) from Advantel, then these Added Products shall be extended the same initial Warranty Support, with the same hours of coverage, as the existing Product. If the Customer adds products and services from a third party, and co-locates these third party added products (“**Third Party Added Products**”) into or in association with the Products and/or Services provided under this agreement, then these Third Party Added Products will void the Warranty Support, unless certified by Advantel. Advantel will not unreasonably deny certification of Third Party Added Products that are approved products from the manufacturer’s perspective. Certification by Advantel will be done on a time and materials basis, and at AdvanTel’s then current rates for such certification.

(h) Moving Products. Customer agrees to notify Advantel prior to moving a Product. Additional charges may apply if Advantel incurs additional costs in providing Warranty Support as a result of the relocation of a Product.

(i) Exclusions from Warranty Support. Warranty Support does not cover: (1) customized system features or reports created by Customer or Third Parties; (2) software or firmware updates to the Products (most updates are customer installable as directed by the manufacturer and covered under the manufacturer’s warranty), or the installation of manufacturer created patches and release updates unless it is to resolve a reported problem and is non-customer installable; or (3) any bug fixing or system re-configuration that Advantel must perform to clear a trouble resulting from a Customer related action or activity.

**9. Manufacturer Licensing and Warranties: THE WARRANTIES AND WARRANTY SUPPORT OF ADVANTEL HEREUNDER ARE SUBJECT TO OBSERVANCE BY CUSTOMER OF THE TERMS OF THE LICENSES, LICENSE AGREEMENTS, SUPPORT POLICIES AND WARRANTIES OF THE MANUFACTURER’S PRODUCTS, (COPIES OF WHICH ARE PROVIDED TO CUSTOMER WITH THE PRODUCTS). SOME PRODUCTS REQUIRE MANUFACTURER SOFTWARE SUPPORT AGREEMENTS, AND CUSTOMER AGREES TO MAINTAIN THIS COVERAGE IN ORDER TO OBTAIN AND FACILITATE WARRANTY SUPPORT FROM ADVANTEL.**

IF CUSTOMER PURCHASES AVAYA PRODUCTS, CUSTOMER AGREES TO COMPLY WITH AND BE BOUND BY THE AVAYA GLOBAL SOFTWARE LICENSE TERMS, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AT:

[HTTP://SUPPORT.AVAYA.COM/SS/P8/DOCUMENTS/100072471](http://support.avaya.com/css/P8/documents/100072471)

CUSTOMER INITIAL \_\_\_\_\_

**10. Warranty Support Limitations: (a) EXCEPT AS STATED IN SECTION - WARRANTY SUPPORT LIMITATIONS, ADVANTEL, ITS SUBSIDIARIES AND THEIR AFFILIATES and SUBCONTRACTORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranties provided in Section - WARRANTY SUPPORT do not cover repair for damages, malfunctions, or performance characteristics caused by: (i) use of non-Advantel furnished or non-certified equipment or software with the Products, even if installed by Advantel; (ii) Customer’s failure to follow the manufacturer’s installation, operation or maintenance instructions (iii) failure or malfunction of equipment, software, or facilities not serviced by Advantel; (iv) actions of non-Advantel personnel (excluding subcontractors dispatched or otherwise engaged by Advantel for the purpose of servicing the Customer’s equipment); (v) customized system features or reports created by the Customer or third parties; (vi) the installation of software or firmware updates and patches to the Products unless installed by Advantel; or (vii) force majeure conditions as stated in Section - FORCE MAJEURE.**

(b) Advantel does not warrant uninterrupted or error free operation of the Products. In addition, Advantel is not obligated to provide Warranty Support if Customer modifies the Products, in a manner that voids our ability to receive support from the manufacturer, without Advantel’s written approval.

(c) Advantel makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, such as Call Recording, Password Reset, Skip Password, Monitor Mailbox and Silent Monitoring when enabled, could be improperly used and in violation of privacy laws. By purchasing Products with these features, Customer assumes all responsibility for assuring their proper and lawful use.

(d) If the Product supports Telephony or Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Customer may experience certain compromises due to customer network facilities in performance, reliability and security, even when the Product performs as warranted. These compromises may become more acute if Customer fails to follow manufacturer’s recommendations for configuration, operation and use of the Product.

(e) CUSTOMER ACKNOWLEDGES THAT IT IS AWARE OF THESE EXCLUSIONS AND RISKS AND HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE PRODUCT.

**11. Exclusive Remedies and Limitations of Liability: THE ENTIRE LIABILITY OF ADVANTEL AND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND CUSTOMER’S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE: (A) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE WARRANTIES STATED IN SECTION - WARRANTY SUPPORT LIMITATIONS; (B) FOR ADVANTEL’S FAILURE TO PERFORM ANY MATERIAL TERM OF THE CUSTOMER AGREEMENT, CUSTOMER’S SOLE REMEDY SHALL BE TO CANCEL THE CUSTOMER AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF ADVANTEL FAILS TO CORRECT SUCH FAILURES WITHIN THIRTY (30) DAYS OF RECEIPT OF CUSTOMER’S WRITTEN NOTICE; (C) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH ADVANTEL’S NEGLIGENCE WAS THE PROXIMATE CAUSE, CUSTOMER’S RIGHT TO PROVEN ACTUAL PROPORTIONAL DAMAGES TO PROPERTY OR PERSON; AND (D) FOR CLAIMS OTHER THAN SET FORTH ABOVE, ADVANTEL’S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE PRICE OF PRODUCTS AND SERVICE GIVING RISE TO THE LIABILITY. ADVANTEL SHALL NOT BE LIABLE FOR: (I) INDIRECT OR INCIDENTAL DAMAGES, AND (II) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, LOST, CORRUPTED, MIS-DIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS (“TOLL FRAUD”). ADVANTEL SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE WHETHER OR NOT ADVANTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE**

REMEDY.

12. **Confidentiality:** Any information, whether or not protected by a patent or copyright, which has been provided orally or in writing by the disclosing party or any of its affiliates to the receiving party pursuant to the Customer Agreement (“**Confidential Information**”) shall be treated by the receiving party as being the proprietary information of the disclosing party, and shall be held in strict confidence by the receiving party. With respect to all such Confidential Information to be kept confidential pursuant to this Section - CONFIDENTIALITY, the receiving party shall (a) not provide or make available the Confidential Information in any form to any person other than those employees or contractors of the receiving party who have a need to know consistent with the authorized use of such Confidential Information; (b) not reproduce the Confidential Information except for use reasonably necessary to the performance of the Customer Agreement; and (c) not exploit or use the Confidential Information for any purpose other than as required for the performance of its obligations pursuant to the Customer Agreement. In the event that the receiving party is specifically authorized by the Customer Agreement to disclose any Confidential Information to a third party, then receiving party shall require the third party to execute a confidentiality agreement having substantially the same terms as this Section - CONFIDENTIALITY. The receiving party shall not be liable (subject to any patent rights or copyrights of the disclosing party) for any use or disclosure of Confidential Information which: (a) was in the public domain prior to the receipt of same by the receiving party, or has subsequently become part of the public domain by printed publication or otherwise of general circulation except by the receiving party’s breach of the Customer Agreement or wrongful act; (b) was in the receiving party’s possession or known to the receiving party prior to its receipt hereunder as evidenced by written documentation and was not acquired directly or indirectly from the disclosing party; (c) was received by the receiving party from a third party where the receiving party was without an obligation of secrecy with respect thereto and was not acquired directly or indirectly from the disclosing party; or (d) as independently developed by the receiving party without use of access or reference to, nor any benefit of the disclosing party’s Confidential Information. This Section - CONFIDENTIALITY shall survive the termination of the Customer Agreement.
  
13. **Termination:** If either party fails to perform any material term or condition of the Customer Agreement and such failure continues for thirty (30) days after receipt of written notice, that party shall be in default and the non-defaulting party may terminate the Customer Agreement and exercise any available rights.
  
14. **Disputes:** Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to the Customer Agreement (“**Dispute**”) shall be resolved solely in accordance with the terms of this Section - DISPUTES. Any Dispute Customer has against Advantel with respect to the Customer Agreement must be brought within two (2) years after the cause of action arises. The Customer Agreement shall be governed by the laws of the State of California and interpreted and determined in accordance with the laws of the State of California. The parties hereto irrevocably: (a) agree that any suit, action, or other legal proceeding arising out of the Customer Agreement shall be brought exclusively in the courts of record of either the State of California or the courts of the United States located in the State of California; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.
  
15. **Force Majeure:** Both Advantel and Customer shall have no liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damages, lightning or power surges, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, quality, performance or unavailability of communications services or network facilities, the proper environmental conditions for the installation of products, unauthorized or illegal use of the Products, or other causes beyond their control whether or not similar to the foregoing.
  
16. **General:** Any supplement, modification or waiver of any provision of the Customer Agreement must be in writing and signed by authorized representatives of both parties. If either party fails to enforce any right or remedy available under the Customer Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party. The Customer Agreement and any exhibits and schedules referenced therein, or attached thereto, constitute the entire agreement between the parties with respect to the Products and Services provided hereunder and supersede all prior agreements, proposals, and communications between the parties and understandings, whether written or oral.
  
17. **Compliance with Laws:** The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-300.5 and 60-741.5, if applicable. Seller further agrees to comply with the provisions of all rules and regulations (including those of the Secretary of Labor) and Executive Orders (including Nos. 11246, 11375, 11625, 11701 and 11758) applicable to this order regarding nondiscrimination because of race, creed, color, gender, age, national origin, status as a qualified protected veteran, or status as a qualified individual with a disability.

IN WITNESS WHEREOF, the Parties have hereto by their duly authorized representatives executed this agreement

<b>Customer</b>	<b>Advantel</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Company:	