

## Cavalier Technology Advantage Program Agreement

Cavalier (Cavalier means Cavalier Telephone, LLC (VA), Cavalier Telephone Mid-Atlantic, LLC (in DE, DC, MD, NJ, NY, PA), LDMI Telecommunications, Inc (in IL, MI, OH, WI), Network Telephone Corp. (in AL, FL, GA, KY, LA, MS, NC, SC, TN); or Talk America Inc. (in all other states) desires to defray a portion of the costs certain new commercial customers spend towards the purchase of qualified equipment from an authorized Cavalier Technology Advantage Partner ("Authorized Equipment Provider"). The qualified equipment shall be used by the customer to enable telecommunications services to be provided by Cavalier. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cavalier and the customer identified below (the "Customer") hereby agree to the following terms and conditions of the Cavalier Technology Advantage Program (the "Program").

### PROGRAM DESCRIPTION

Subject to the terms and conditions set forth in this agreement, upon the commencement by Customer of qualified new commercial telecommunications services (the "Services") pursuant to a Service Order between Cavalier and Customer dated as of the same date as this agreement, Customer shall be eligible for a credit applied against its Cavalier bill for the Services, following Cavalier's receipt of an eligible invoice for qualified equipment purchases by Customer.

The actual credit amount shall equal the amount of eligible equipment purchased by Customer from an Authorized Equipment Provider up to the cumulative maximum credit amount pre-authorized by Cavalier, which Cavalier shall determine in its sole discretion. Eligible equipment shall generally include certain types of PBX and key system equipment including T 1 and PRI cards, voicemail, paging equipment, phones, and headsets; data equipment including switches, firewalls (includes UTM appliances), routers; transaction processing systems (point of sale); and surveillance systems. A full list of eligible equipment and Authorized Equipment Providers can be found at [www.cavtel.com](http://www.cavtel.com).

Under no circumstances will the credit amount exceed \$1,000 where the Customer's MRC for Services is less than \$1,000 or \$2,000 under any circumstance. Charges for labor are not reimbursable. Customer must fax a copy of authorized equipment invoice(s), received by Customer from an Authorized Equipment Provider, to Cavalier at 866.994.7262 or email a copy to [adjustments@cavtel.com](mailto:adjustments@cavtel.com) not more than 180 days after the execution of the Service Order. Following Cavalier's approval of a submitted invoice for authorized equipment, such approval to be at Cavalier's sole discretion, the credit will be applied in the first full month billing after receipt of an acceptable invoice.

### ELIGIBILITY

As a condition to participation in the Program, Customer must submit a signed Service Order to Cavalier at the same time as this agreement. Services ordered must have a standard (no promotional or special pricing) minimum MRC of at least \$250 and a term commitment of at least 36 months. MRC includes monthly charges billed to Customer for the Service, but excludes non-recurring charges, taxes and other fees, and equipment and maintenance charges.

Existing customers are not eligible for this Program. Furthermore, this Program may not be combined with any other promotional or discounted pricing or program.

### REVOCATION OF CREDIT; TERMINATION

Any credit provided by Cavalier pursuant to this agreement will be revoked and Customer agrees to repay any such credit to Cavalier in one lump sum within 30 days after receipt of a Cavalier invoice if Customer takes any of the following actions: Failure by Customer to pay invoices when due in accordance with provisions of the Service Order and Master Services Agreement; reduction of Services by more than 25% of the MRC; or termination of the applicable Service Order for any reason.

### TERMS AND CONDITIONS

All standard Cavalier terms and conditions not contained herein that are otherwise binding on Customer, as set forth in the Service Order, Master Services Agreement, Cavalier tariffs, Cavalier's rate sheets, and according to Cavalier billing practices, shall be incorporated herein by reference. In the event of any conflict between any other Cavalier terms and conditions and the terms and conditions of this agreement, the terms and conditions of this agreement shall apply. Any alterations to this agreement void the agreement itself.

### CAVALIER TELEPHONE, LLC

### CUSTOMER

\_\_\_\_\_  
Salesperson Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Company Name

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