

CORCOM STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES ("STANDARD TERMS AND CONDITIONS")

1. GENERAL 1.1 Applicability. These Standard Terms and Conditions contain general provisions that apply to Customer's purchase and use of all Products and Services provided by or through Corcom. "Agreement" refers to the written service agreement signed by Customer for the purchase of Corcom Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and related Order(s). Other capitalized terms are defined in this document or in the applicable Tariffs, Schedules or Product-specific Terms.

1.2 Rates and Conditions Website. Customer's use of Corcom Products or Services is also governed by the applicable Tariffs or Schedules posted at <http://www.Corcominc.org> (the "Terms and Conditions"), and the applicable Product and Service annexes posted on the Rates and Conditions Website.

1.3 Conflicts Provision. If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

2. TERM. "Term" refers to the contract term defined in the applicable attachment(s). These Standard Terms and Conditions will apply as of the Effective Date of the Agreement and continue to apply for as long as Corcom provides Products and Services to Customer.

3. CHARGES

3.1 Orders

A. Rates. During the Term, for the Products and Services acquired under this Agreement, Customer will pay Corcom the rates and charges as set forth in the Agreement.

B. Issuance and Acceptance. Customer will ensure that only persons authorized by Customer will issue Orders under the Agreement, and Customer is liable for all Orders issued under the Agreement. Corcom may accept an Order by: (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.

C. Cancellation or Rejection. Customer may cancel an Order at any time before Corcom ships the Order or begins performance, but Customer must pay any actual costs incurred by Corcom due to Customer's cancellation. Corcom may reject or cancel an Order for any reason, including Customer's negative payment history with Corcom, failure to meet Corcom's ongoing credit approval, or limited availability of the Product or Service ordered. Corcom will notify Customer of rejected or canceled Orders.

D. Customer Issued Purchase Orders. Customer issued purchase orders are binding only upon acceptance in writing by Corcom. Except in the case of a "special customer arrangement" form signed by both parties, the terms and conditions in any Customer-issued purchase order accepted by Corcom will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by the Agreement.

3.2 Fixed Rates and Percentage Discounts. The rates and discounts identified in the pricing attachments will remain fixed for the Term (unless stated otherwise in the applicable attachment). Rates, discounts and pricing not fixed in the pricing attachments will be based on then-current Schedules, Tariffs, or price lists at the time of purchase or lease, as applicable. If pricing in the Agreement is stated only as a percentage discount off of a Schedule or Tariff rate or list price, the percentage discount is fixed for the Term, but Corcom may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

3.3 Rate Adjustments. Corcom may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Corcom incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Corcom contribute to the Universal Service Fund ("USF") based on interstate revenues derived from Services that Corcom in good faith has treated as exempt, including but not limited to, information services, Corcom will invoice Customer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees, charges and surcharges imposed may vary. Corcom may impose additional charges or surcharges to recover increased access costs imposed on Corcom as a result of Customer's specific traffic patterns, network configuration or routing protocol.

3.4 Taxes A. Taxes Not Included. Corcom's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Corcom is posted on the Rates and Conditions Website.

B. Withholding Taxes. Notwithstanding any other provision of the Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Corcom, Customer must notify Corcom in writing. Corcom will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Corcom will not be less than the amount Corcom would have received without the required deduction or withholding.

C. Exclusions. Customer will not be responsible for payment of: **(1)** Corcom's direct income taxes and employment taxes; and

(2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT 4.1 Invoicing

A. Commencement of Invoicing. Corcom may begin invoicing Customer in full for non-recurring and recurring charges on the later of: **(1)** the date the Products or Services are installed and made available; or

(2) the first day of the first bill cycle after the Effective Date.

B. Delays. If Corcom cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Corcom may bill Customer as of the delivery date specified in the Order or, if no date is specified, any time 30 days or more after the Effective Date.

C. Timing. In general, for recurring Services, Corcom bills fixed Service charges in advance and usage-based charges in arrears.

4.2 Payment Terms. Corcom will invoice Customer, and Customer will pay Corcom, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make such payment within 15 days of receiving Corcom's written notice of nonpayment, Corcom reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Services, unless prohibited by an applicable Tariff, state law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Corcom's written consent. Corcom's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Corcom, including, but not limited to, reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.

4.3 Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Corcom with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Corcom to resolve promptly any disputed charge. If Corcom determines, in good faith, that the disputed charge is valid, Corcom will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in the Agreement. If Corcom determines, in good faith, that the disputed charge is invalid, Corcom will credit Customer for the invalid charge.

4.4 Repayment of Credits or Waived Charges. If Corcom terminates a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement before the end of any applicable Order Term or minimum service term (unless due to Corcom's material breach), Customer will repay Corcom a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued for Service outages.

5. CREDIT APPROVAL. Corcom's provision of Products and Services is subject to Corcom's credit approval of Customer. Additionally, if during the Term Customer's financial circumstance or payment history becomes reasonably unacceptable to Corcom, then Corcom may require adequate assurance of future payment as a condition of continuing Service. Corcom may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. WARRANTIES. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." CORCOM DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

7. EQUIPMENT AND SOFTWARE

7.1 Third-Party Equipment or Software. Customer is responsible for any items not provided by Corcom (including, but not limited to, equipment or software) that impair Product or Service quality. Upon notice from Corcom of an impairment, Customer promptly will cure the problem. Customer will continue to pay Corcom for Products and Services during such impairment or related suspension. If the impairment interferes with the use of Corcom's network by Corcom or third parties, Corcom, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Corcom will provide advance notice where practical. At Customer's request, Corcom will troubleshoot the impairment at Corcom's then-current time and materials rates. Corcom is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Corcom to become obsolete, require alteration, or perform at lower levels.

7.2 Software License A. Licensing Requirements. Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Corcom's software vendors are provided by Corcom, posted at the Rates and Conditions Website or are otherwise provided to Customer through click or shrinkwrap agreements.** Corcom may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. Prohibitions. Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer agrees not to reverse engineer, decompile, modify or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Corcom or its suppliers retain title and property rights to Corcom-provided software. Upon termination or expiration of the Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Corcom-provided software to Corcom; provided that Customer is not required to return the software embedded in Products sold to Customer under the Agreement.

7.3 Title to Equipment. Corcom or its suppliers retain title and property rights to Corcom-provided equipment (excluding equipment sold to Customer under the Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Corcom-provided equipment (excluding equipment sold to Customer under the Agreement) to Corcom.

8. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, Corcom may use the Customer's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Corcom.

9. CUSTOMER RESPONSIBILITIES 9.1 Installation. Customer will reasonably cooperate with Corcom or Corcom's agents to enable Corcom or its agents to install the Products and Services. Customer is responsible for damage to Corcom-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Corcom.

9.2 Use of Products and Services A. Acceptable Use Policy. If Customer uses Products or Services, Customer must conform to the acceptable use policy posted at <http://www.Corcominc.org>, as reasonably amended from time to time by Corcom.

B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with Corcom's or another's use of the Corcom network. Customer will cooperate promptly with Corcom to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. Resale. Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Corcom-authorized end users as set forth in the Agreement. Customer may not resell or lease wireless Products and Services to any third party. Notwithstanding the foregoing, Customer may participate in the Corcom Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Corcom wholesale agreement.

D. Access Pumping/Traffic Stimulation. Customer represents and warrants that it (1) is not engaged in access pumping or traffic stimulation activity as described in the Federal Communications Commission's *Connect America Fund, et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011); and (2) does not have any revenue sharing agreements connected to such activity. Customer will comply with all applicable state and federal rules, regulations and orders regarding such activity. If Customer breaches this provision, Corcom may suspend the affected Services upon five (5) days' written notice and to terminate the affected Services if the breach is not cured within 30 days of receipt of Corcom's notice. Customer must reimburse Corcom for any excess access costs Corcom incurs as a result of Customer's breach.

E. Agency Relationship. In countries where Corcom does not hold regulatory authority to provide the Services, Customer appoints Corcom as its agent to obtain, on Customer's behalf from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Corcom, as Customer's agent pursuant to this section, will not make any representation or incur any liability for Customer.

10. CONFIDENTIAL INFORMATION

10.1 Definitions

A. "Confidential Information" means nonpublic information (i) about the Discloser's business, (ii) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations and proposals.

B. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

10.2 Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until 2 years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose the Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Corcom containing nondisclosure obligations or (b) a non-disclosure agreement reasonably acceptable to Corcom and Customer. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other Corcom services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

10.3 Injunction. The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under the Agreement will not raise the defense of an adequate remedy at law.

10.4 Customer Proprietary Network Information. As Corcom provides Products and Services to Customer, Corcom develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Corcom has a duty, to protect the confidentiality of CPNI. For example, Corcom implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Corcom. For some business accounts with a dedicated Corcom representative, Corcom may replace standard authentication measures with a pre-established point of contact for Customer.

10.5 Privacy. Corcom's privacy policy, as amended from time to time, is available at www.Corco/terms&conditions/privacy. The privacy policy includes information about Corcom's customer information practices and applies to the provisioning of the Products and Services.

11. LIMITATIONS OF LIABILITY

11.1 Damage Limitations. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligence or willful misconduct; or (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

11.2 Damage Waiver. NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, OR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. LOST PROFITS INCLUDE, BUT ARE NOT LIMITED TO, LOST REVENUES AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES OR WHETHER THE PARTIES BARGAINED FOR ANY REVENUE THAT MAY BE GENERATED AS A RESULT OF THIS AGREEMENT.

11.3 Unauthorized Access/Hacking. Corcom is not responsible for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Corcom network transmission facilities or Customer premise equipment.

11.4 Content. Corcom is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Corcom's provision of the Products and Services, excluding content originating from Corcom.

12. INDEMNIFICATION 12.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

12.2 Customer Indemnification. Customer will indemnify and defend Corcom, Corcom's directors, officers, employees, agents and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of: **A.** Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Corcom to provide the Products or Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Corcom's general qualification to conduct business;

B. Customer's transmission of, or transmissions by those authorized by Customer to use the Services of, information, data or messages over the Corcom network, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, or invasion or alteration of private records or data; or (B) based on the transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;

C. Customer's breach of the licensing requirements in the Software License section;

D. Customer's failure to comply with any provision of the Use of Products and Services section;

E. Customer's infringement of patents arising from the use of equipment, hardware or software not provided by Corcom; or

F. Corcom's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

12.3 Corcom Indemnification. Corcom will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Corcom's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Customer, or (ii) Customer's continued use of infringing Services after Corcom provides reasonable notice to Customer of the infringement. For any third party claim that Corcom receives, or to minimize the potential for a claim, Corcom may, at its option, either: **A.** at Corcom's expense, procure the right for Customer to continue using the Services;

- B. at Corcom's expense, replace or modify the Services with comparable Services; or
- C. terminate the Services.

12.4 Rights of Indemnified Party. To be indemnified, the party seeking indemnification must (i) give the other party timely written notice of the claim (unless the other party already has notice of the claim), (ii) give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement, and (iii) not, by any act, admission or acknowledgment, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

12.5 Exclusive Remedies. The provisions of this Indemnification section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the claims identified in this section.

13. TERMINATION

13.1 Corcom Right to Suspend or Terminate

A. Corcom may suspend or terminate Products or Services or the Agreement immediately if:

- (1) Customer fails to cure its default of the payment terms of the Agreement;
- (2) Customer fails to cure any other material breach of the Agreement within 30 days after receiving Corcom's written notice;
- (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services;
- (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Corcom's performance under the Agreement; or
- (5) Customer fails to comply with the resell restrictions and prohibitions contained in the Agreement.

B. If Corcom terminates the Agreement under this Corcom Right to Suspend or Terminate section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination and shortfall liabilities.

13.2 Customer Right to Terminate

A. **Material Failure.** Customer may terminate a Product or Service without early termination liability upon Corcom's receipt of Customer's written notice to terminate after the cure period if:

- (1) Corcom materially fails to provide the Product or Service,
- (2) Customer provides Corcom with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice,
- (3) Corcom fails to cure the material failure within the 30-day cure period, and
- (4) Customer provides Corcom with written notice of Corcom's failure to cure and Customer's election to terminate the affected Product or Service. Corcom's material failure does not include a failure caused by Customer or a Force Majeure Event.

B. **Termination for Convenience.** Customer may terminate the Agreement during the Term by providing 30 days' written notice to Corcom. In the case of such Termination for Convenience, Customer will be liable for all charges incurred up to and including the date of termination as well as early termination liabilities, any applicable shortfall liabilities and other applicable charges and fees as set forth in the Agreement

13.3 Order Terms for Wireline Products and Services

A. **Calculation of Early Order Term Termination Liability.** Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language, as listed in the applicable pricing attachment. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Corcom's material failure), or if Corcom terminates an Order under a termination right provided to Corcom under the Agreement, then Customer will pay the following early termination charges, which represent Corcom's reasonable liquidated damages and not a penalty: **(1) Access Orders.** A lump sum equal to (a) the applicable monthly charges for all bandwidth levels of Ethernet access and TDM dedicated access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;

(2) General Liability. A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term; and

(3) Third Party Liability. Any liabilities imposed on Corcom by third parties, such as a Local Exchange Carrier (“LEC”) or PTT, as a result of Customer’s early termination.

B. Waiver of Order Term Liabilities. Upon prior approval of Corcom, Customer will not be liable for the early termination charges in the Calculation of Early Order Term Termination Liability section above, if Customer orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time Customer provides Corcom with the termination notice. Such approval will be in Corcom’s reasonable discretion and based upon financial and other business considerations.

14. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a “Force Majeure Event”). Force Majeure Events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a LEC’s activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

15. DEFINITIONS

15.1 “Affiliate” is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

15.2 “Commencement Date” is the first day of the first bill cycle in which Corcom bills monthly recurring charges or usage charges. Unless defined otherwise in the Agreement, the Term begins on the Commencement Date.

15.3 “Domestic” means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.

15.4 “Effective Date” is the date the last party signs the Agreement.

15.5 “Order” or “Purchase Order” means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer and accepted by Corcom, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer’s written acknowledgment, or use, of Products or Services. “Order Term” is the term designated for an individual Order.

15.6 “Preferred Pay Program” provides a discount to Corcom customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Corcom representative for further information, including eligibility requirements.

15.7 “Product(s)” includes equipment, software, hardware, cabling or other materials sold or leased to Customer by or through Corcom as a separate item from, or bundled with, a Service.

15.8 “Product-specific Terms” refers to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into the Agreement as of the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.

15.9 “Schedule(s)” are the terms and conditions governing Corcom’s provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the FCC and the relevant regulatory agencies. Schedules are posted on the Rates and Conditions Website.

15.10 “Service(s)” means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and professional services provided to Customer by or through Corcom under the Agreement, excluding Products.

15.11 “Tariffs” means the Corcom competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Corcom entirely withdraws any

Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.

16. MISCELLANEOUS

16.1 Compliance with Law. Each party agrees that it will comply with all applicable laws in performance of its obligations under the Agreement.

16.2 Independent Contractor. Corcom provides Products and Services to Customer as an independent contractor. The Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.

16.3 No Waiver of Rights. The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

16.4 No Third Party Beneficiaries. The Agreement's benefits do not extend to any third party.

16.5 Technology Evolution.

A. In the normal course of technology evolution and enhancement, Corcom continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Corcom will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Corcom reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.

B. If Corcom takes any action set forth in subsection A above, Corcom will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Corcom's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Corcom uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Corcom's pending action.

16.6 Governing Law. The Agreement will be governed by the laws of Nevada, without regard to its choice of law principles. The English version of the Agreement will prevail over any foreign language versions.

16.7 Dispute Resolution

A. Jury Trial Waiver. The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to the Agreement or an Order. This subsection survives the termination of the Agreement.

B. Arbitration. If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in the Reno, NV metropolitan area. If the dispute relates to Corcom's provision of non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to non-Domestic Products or Services is New York, NY, USA. No arbitration proceeding will include class action arbitration.

16.8 Assignment. Customer may not assign any rights or obligations under the Agreement or any Order without Corcom's prior written consent, except that Customer may assign the Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets.

16.9 Amendments/Alterations. The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by both parties.

16.10 Notice. Notices required under the Agreement must be submitted in writing to any address listed in the Agreement for the other party or, for notices to Customer, to the address Corcom uses for shipping or billing or as set

forth in an Order. In the case of a dispute, notices also must be sent to: Corcom Communications, Inc., PO box 17236, Reno NV 89511.