

Midwest Fiber Networks, LLC

Supplemental Terms and Conditions for VOIP Services

(last updated January 31, 2023)

I. Agreement Information

A. Agreement. These Supplemental Terms and Conditions for VOIP Services (these “T&Cs”) govern the provision by Midwest Fiber Networks, LLC and its successors and assigns (“MWFN,” “we,” “our,” “us,” or “Company”) of Services (as defined below) under your Agreement (as defined below) with MWFN . PLEASE READ THESE T&Cs CAREFULLY. These T&Cs are an integral part of your business relationship and Agreement with MWFN for Services, are incorporated by reference as if fully set forth therein in any agreement between the Parties including any Service Order or similar order, and are posted on Company’s website at [<https://midwestfibernetworks.com/terms-conditions-voip>]. By subscribing to or making use of MWFN Services, you are agreeing to abide by the terms of the Agreement, including these T&Cs, and agreeing that the Services are only for non-residential and/or commercial or business use. Further, you represent and warrant that as a representative of Customer, you are at least eighteen (18) years of age and have the power, authority, and capacity to enter into the Agreement on behalf of Customer and to legally bind Customer to these T&Cs and the Agreement. If Customer does not agree to these T&Cs, Customer may not use or access the Services.

B. Consent to Do Business Electronically; Click Through Ordering. By signing the Agreement or otherwise subscribing to or making use of the Services, you agree that you have reviewed these T&Cs and consent to transact business using electronic communications, to receive notices, disclosures, and other communications electronically, and to use electronic signatures in lieu of paper documents at our discretion. In order to conduct business electronically, you must have access to an electronic device with Internet connection and the ability to print, store or download communications. If you prefer not to sign documents or do business electronically, you may request paper copies or withdraw your consent upon 30 days written notice to us. Your withdrawal of consent to do business electronically will not affect your Agreement or Services or any notice processes set forth herein, which will remain valid and enforceable. Despite your consent, we reserve the right to provide communications, sign documents and do business with you in paper format at any time. You understand and agree that any click through order for Cloud IP PBX Service and/or other Services accepting these T&Cs shall bind you to the terms and conditions set forth herein, the applicable Service Terms, and the Agreement.

C. Customer authorizes MWFN to obtain any credit information and/or customer proprietary network information (“CPNI”) necessary to provision Services and to establish or maintain Customer’s account and acknowledges that provision of Services hereunder is subject to a Customer credit check satisfactory to MWFN in its sole discretion; and hereby also authorizes the release of such information by any third parties to MWFN and the originating service provider. Customer may be required to complete a credit application to commence the required check, and if required, but Customer fails to do so, Customer will be in breach of the Agreement.

D. Certain Definition. As used in these T&Cs, the following words have the respective meanings set forth below.

- i. ““911 Service” means functionality that allows end users to contact emergency services by dialing the digits 9-1-1. All 911 Services is subject to the restrictions, limitations and requirements set forth herein.

- ii. “Agreement” means the legal contract for Services between you and Company, and consists of the Master Services Business Agreement between you and Company, these T&Cs (and any terms referenced or incorporated herein), your Service Order(s) or other similar order including any click through order via our Cloud IP PBX ordering portal, any Service Level Agreement or Service Terms applicable to an individual Service, the Letter of Authorization, Letter of Agency and/or Change of Responsible Organization (individually or collectively, “LOA”) if applicable, and any other executed agreement between the Parties including any Amendment. Notwithstanding any language to the contrary, these T&Cs take precedence over any conflicting language in any LOA.
- iii. “Amendment” means a written Amendment to the Agreement expressly referencing amendment of applicable agreement(s) or terms and executed by each of the Parties.
- iv. “Analog Replacement Service” means Representative equipment and software that allows for connection of analog / TDM lines by wireless or wireline services to the Internet, a central station or other monitoring or receiving destination. Analog Replacement Service has Basic 911 Service capabilities that are different from traditional providers of local telephone service so you are not authorized to use Analog Replacement Service for emergency capabilities and you agree to maintain alternative means of contacting emergency services.
- v. “Basic 911 Service” means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer’s registered or user-provided address. With basic 911 Service, the emergency operator answering the phone will not have access to the caller’s telephone number or address information unless the caller provides such information verbally during the emergency call.
- vi. “Charges” means any billed item or group of items on your account, including, without limitation, pricing, rates, fees and Charges applicable to the Services. Charges may include minutes of use, airtime, access, features, texting, data usage, long distance, directory and operator or directory assistance charges, equipment, material, labor, travel, monthly recurring charges (“MRCs”), non-recurring charges including any one-time construction costs (“NRCs”), porting costs, site, network, facility or equipment preparation costs, Special Construction Costs, Custom Installation, and/or any other additional installation costs, expenses or NRCs, any taxes, surcharges, fees, assessments and/or recoveries determined by us to be imposed on you or us as a result of use, provisioning or disconnection of the Services on your account, including taxes on leased or provided equipment; and Early Termination Fee, port-out costs, unreturned equipment replacement Charges or other amounts payable under the Agreement.
- vii. “Cloud IP PBX Service” means a managed hosted voice over IP (“VoIP”) service with certain optional features, including, without limitation, applications, offered as is, as available, that requires Internet service, but does not include Internet service.
- viii. “Customer” or “you” means the person or entity subscribing to our Services and with whom we have entered into the Agreement. This includes a person or entity we reasonably believe is acting with the authority, capacity or knowledge of the person or entity whose name is on the account.
- ix. “E-POTS” means an enterprise Internet protocol cloud solution and required equipment and software to enable Customer to transition traditional landlines to Internet protocol including voice, with access to E911 capabilities, data and specialty voice services for point of sale or alarm use. E-POTS is available only in the continental United States, Alaska and Hawaii. E-POTS is delivered as is, as available, over the top of Customer’s Internet and may include optional features for an additional charge such as LTE backup. Each E-POTS line provides

Unlimited Services for domestic local and long-distance calling (including Canada and Puerto Rico), and E-POTS line use is permitted only for a single user making a single call at one time. You agree to accept, agree to and comply with all Representative Software license terms and conditions in connection with E-POTS.

x. “Enhanced 911 Service” or “E911” means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point (“PSAP”), serving the Customer’s registered or user-provided address and to deliver the user’s telephone number and registered address information automatically to the emergency operator answering the call. E911 hereunder includes standard and Dynamic Location Routing (“DLR”) that is geo-routing dependent for emergency calls.

xi. “Incomplete Call Ratio” or “ICR” is the ratio of total call attempts less completed calls to the total number of attempted calls expressed as a percentage; $ICR = [(Total\ Call\ Attempts - Total\ Completed\ Calls) / Total\ Call\ Attempts] * 100$. A completed call is a call for which Company receives answer supervision from the terminating end. Total call attempts means the total of all calls attempted, whether completed or incomplete.

xii. “Managed VOIP Services” means the provision by us of services Cloud IP PBX Service and/or nonstandard features or applications expressly added by written agreement (e.g., UC Teams, UC MaX Meetings, limited SIP signaling encryption or Session Border Controller), and any software, management, monitoring, failover and/or other services performed or features or applications provided by or through us directly related thereto.

xiii. “Messaging” or “SMS” is a short messaging Service delivering messages between Customer’s IP address(es) or domain(s) and our Messaging facilities and which is a routing and processing function for sending single point to point messages via hosted messaging. Messaging is an optional feature of our Cloud IP PBX Service that is offered as is, as available, for messaging only in the United States and Canada. Messaging does not include Multimedia Messaging Service (MMS) capabilities or provide for use of short codes, nor does it provide any audio or voice capabilities or features. Overage charges will apply if you exceed your applicable SMS plan or other parameters, which are subject to change from time to time.

xiv. “Messenger” or “SMS/MMS” is a short messaging Service plus Multimedia Messaging Service (SMS/MMS) that is offered as a stand-alone commercial business Service. The Messenger Service is offered as is, as available, for messaging only in the United States and Canada, and may include certain optional features such as blast capability for additional fees. Messenger does not provide for use of short codes, nor does it provide any audio or voice capabilities or features. Overage charges will apply if you exceed your applicable Messenger plan or other parameters, which are subject to change from time to time. Customers may not combine the Messaging Service with the Messenger Service.

xv. “Parties” means MWFN and you.

xvi. “Professional Services” means professional services to be provided by us and/or our Representatives as set forth in an executed Service Order, which shall include technical, engineering, configuration, training, site survey or preparation, consulting, remediation, PaaS, NaaS, SaaS or IaaS, or other similar labor or services that we may offer now or in the future whether provided alone or in conjunction with or in addition to any other Services, in each case that are not included as standard within the provision of our other Services.

xvii. “Proof of Concept” or “POC” means any Service provided by us and/or our Representatives on a trial basis to you.

xviii. “Representative” or “Representatives” means MWFN’s affiliates, employees, agents, subagents, contractors, subcontractors, representatives, suppliers, vendors, carriers, hosting partners, providers, licensors, or anyone providing Services under the Agreement or underlying services with respect to the Services and their respective affiliates, and you agree that any such Representative(s) shall be third party beneficiaries of the Agreement including these T&Cs.

xix. “Service” or “Services” means any and all non-residential and/or commercial VOIP-related services we provide to you under a specified order that is subject to these Supplemental Terms and Conditions for VOIP Services, such as local voice and dedicated local, long distance (intrastate, interstate, or international), SIP, and TDM, Managed VOIP Services including Cloud IP PBX, and other services directly related thereto, including, without limitation web and audio conferencing, features, applications or portals, technical, engineering, configuration, training or other Professional Services or labor, and other similar services that we may offer now or in the future, whether provided alone, in conjunction with or in addition to any other services. The Agreement applies to all in-state (“intrastate”) long distance, including IntraLata toll (sometimes called “local toll”) calls in those states that do not regulate rates through filings with the state public utility commissions, as well as any other applicable Services. In states where rates are regulated through filings with state public utility commissions, the Agreement will apply to the extent permitted by law.

xx. “Service Level Agreement” or “SLA” means the Service Level Agreement relating to a specific and applicable Service, which describes the Company’s service level targets for each of the following Services as discussed in Article VIII below: Cloud IP PBX, E-POTS, Analog Replacement Service, and Managed VOIP Services (other than eligible Cloud IP PBX Service under the applicable SLA) are provided without SLA, and no SLA for any Service shall apply with respect to location(s) for which Company provides E-POTS, Analog Replacement Service, and/or Managed VOIP Services (other than eligible Cloud IP PBX Service under the applicable SLA).

xxi. “Service Terms” means our product specific Service Terms for Cloud IP PBX as further described in Article VIII below.

xxii. “Session Border Controller” or “SBC” is provided by us as a Managed VOIP Services nonstandard add-on feature, as further described herein under Managed VOIP Services.

xxiii. “Short Duration Call” means a call that is 6 seconds or less in duration.

xxiv. “Service Order” means any Service Order, Service Agreement, applicable rates, tariffs and/or price/service guides, or other written agreement executed by Company setting forth Charges applicable to Service(s) ordered thereunder, in each case as the same may be modified by Company at any time.

xxv. “SIP” (also called Concurrent Call Paths) means Session Initiation Protocol.

xxvi. “Software as a Service” or “SaaS” means the provision of web-based or centrally hosted licensed software on a subscription basis.

xxvii. “TSP” means Telecommunications Service Priority for eligible national security and emergency preparedness organizations.

II. MWFN SERVICES

A. Rates. Information concerning your Service and Charges are described in your applicable Agreement including as set forth in any Service Order. To obtain a copy of your Agreement, see Notices Section below for Company contact information. We provide the initial Agreement at no charge, but may charge for copying, handling and postage charges if you request additional copies. MWFN's public reference document is available for inspection at our headquarters located at 6070 North Flint Road, Glendale, WI 53209. If you misrepresent your eligibility for any Services, you agree to pay us the additional amount you would have been charged under the most favorable rates or Charges for which you are eligible. We may change the prices or add new products with prices, or we may delete products or prices, including without limitation, termination of any special promotion or discount upon notice, in accordance with state law. We may raise rates for new Service orders or Services on a month-to-month term upon thirty (30) day written notice. Any such rate changes shall take effect on the notice effective date without written amendment or modification of the applicable Exhibit, Schedule and/or Service Order and thereafter shall be applied to the existing month-to-month Services and all new orders.

The appropriate Charges for your purchase will be billed to you on your bill. To the extent applicable, "Usage Charges" for Services are based upon the total time that you use our Services, subject to applicable billing increments and any additional Charges that may apply. Such usage begins when the called party picks up the receiver, as determined by hardware answer supervision. Chargeable time ends when either party hangs up, thereby releasing the connection. Further, Usage Charges and overages relating to your data plan may apply to data transmissions, alerts and/or other information sent through the network and associated with the Service, including in connection with Messenger, or Messaging, and you agree to pay for such usage and related overages. We determine rates and billing increments for Usage Charges with respect to applicable Services. Calls or data usage that involves a fraction of a billing increment will be rounded up to the next whole billing increment. In addition, if the computed call or Usage Charges include any fraction of a cent then the fractional cents will be rounded up to the next whole cent. You acknowledge that certain pricing set forth in the Agreement may be based on underlying facilities or services being available to us, including facilities being available as unbundled network elements (UNEs) where your pricing does not include special access service charges. We may cancel or refuse to provide Service for any or all location(s) under the Agreement for which we are unable to secure or maintain underlying facilities or services at quoted pricing. In such event, we will notify you of the affected Service(s) or location(s), and if applicable the additional Charges required in order for Company to provide Services. If the Parties are unable to agree on any required modifications to the Agreement, including but not limited to such increased Charges, within 10 days (or such other timeframe as required by applicable regulatory law) after notice by us, then we will not be required to provide Services for such affected Services and/or location(s). Notwithstanding anything to the contrary in the Agreement, in the event that any regulatory agency, legislative body, court or incumbent or Representative modifies or creates regulations or laws that result in, or changes, charges and/or fees to Company in a manner that increases the costs to provide Services or changes the economic structure or other benefits of any transactions contemplated by the parties, we reserve the right to pass such increased costs to you and/or to terminate the Agreement or any Service in whole or part or to modify the Agreement or any Service to the extent necessary to address the impact of any such changes, charges, and/or fees. In the event Company's underlying costs of providing applicable Services increases for another reason, including any rate increase by underlying carriers or providers, Company has the option to raise rates for Services under any Service Order Term pursuant to this Agreement upon thirty (30) day written notice. Notwithstanding the foregoing, any rates charged for international service including U.S. Extended Area, Canada and Mexico, may be raised on five (5) calendar day notice to Customer, and all other usage rates may be raised on twenty (20) calendar day notice to Customer. Any such rate changes shall take effect on the notice effective date without written amendment or modification of the applicable Exhibit, Schedule and/or Service Order. If Company increases the effective rate for any Service by more than ten percent (10%) during the applicable Service Order Term, excluding changes

relating to local, state or federal statute or regulation or pass through of underlying cost increases, Customer may cancel such affected Service, without penalty, to the extent practicable, upon written notice to Company of its termination; provided, however, that Customer must provide such written notice to Company and migrate the terminated Service within thirty (30) days after Customer's receipt of the notice of rate increase.

B. Parameters. You will adhere to the following call parameters/thresholds, including without limitation with respect to Unlimited Services and/or Unlimited LTE, or applicable surcharges will be applied. You acknowledge and agree that we provision Services to you not to exceed ten (10) calls per second ("CPS") per DS3 or SIP equivalent. You agree that you will not intentionally use the Services for Short Duration Call traffic, and in any event, will not have Short Duration Call traffic equal to 10% or greater of your total aggregate call traffic within any 7-day period ("Short Duration Call Threshold"). You further agree that your Incomplete Call Ratio will not exceed 55% ("ICR Threshold"). If you violate the Short Duration Call Threshold and/or ICR Threshold, in addition to any and all applicable per minute or usage rates or other Charges, Company may in its sole discretion impose a surcharge for any applicable billing period equal to: (1) \$0.03 per Short Duration Call made at the 10% or greater Short Duration Call Threshold level; and (2) \$0.03 per incomplete call in excess of the ICR Threshold. We will endeavor, but are not obligated, to notify you (which for this purpose includes notice by email) of a Customer Short Duration Call traffic pattern change or ICR issue, in which event in either case, you shall take appropriate curative action within 24 hours to comply with the applicable thresholds. We reserve the right to modify the ICR Threshold or Short Duration Call Threshold upon notice at any time in the event industry or Representative call standards change.

You further agree that you will not engage in Long Duration Calls (defined as calls to the same number in excess of four (4) continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party.

All commercial Plain Old Telephone Service ("POTS") products are designed for customers who use their phone lines primarily to conduct normal business, i.e. calling clients, vendors, etc. These business products are voice services and not intended for call center environment or for data service use such as calls connected to the Internet for extended periods of time. Moreover, Customer is prohibited from using POTS products or any other Services hereunder for alarms, elevators, or other functions in which an error or interruption in the Services, equipment, facilities, or materials could cause injury or damage to individuals or property, and Company makes no representation or warranty that any Service is fit for any such intended purpose. You acknowledge and agree that no Services are designed or intended for use in situations requiring fail-safe performance and you will indemnify, defend, and hold harmless Company and its affiliates, employees, officers, directors, representatives, and agents for any failure to comply with any use parameters and/or authorized use policies of Company, including, without limitation, for all liability for damages or harms of any nature however caused. Notwithstanding anything set forth in the Agreement, Customer agrees that it is solely responsible and liable for any functionality, redundancy, backup, supply, or replacement of batteries and/or power with respect to any Service or equipment, including, without limitation, any leased Adtran or other equipment.

In connection with applicable Services hereunder and the extent applicable to Customer, Customer hereby authorizes Company (i) to provision domestic and international Telecommunications or other Services to Customer as described herein and/or in any Service Order including any LOA for Services provided over Company facilities, delivered to an underlying carrier or vendor of Company or to a Point of Presence, and (ii) to act as Customer's agent in placing orders with other carriers or vendors in order to provide Services hereunder if requested.

For all unlimited long distance and local service offerings ("Unlimited Services"), unlimited service applies only to calls or use made within the continental United States unless otherwise expressly

provided herein. Calls to Alaska, Hawaii and all international calls are subject to additional charges. For E-POTS, Unlimited Services means domestic local and long-distance calling within the United States and to Puerto Rico and Canada. Unlimited Services are provided solely for live dialogue between two individuals. Unlimited Services may not be used for conference calling (other than for conference services provided by us for typical internal commercial use), call forwarding, monitoring or transcription services, Messenger, Messaging, data transmissions, transmission of broadcasts, transmission of recorded material, auto, constant or iterative dialing, other connections that do not consist of substantially uninterrupted live dialog between individuals, or any other activity that would be inconsistent with normal and reasonable small business usage. Our Unlimited Services are for reasonable commercial internal use consistent with the types and levels of usage by our typical customers. "Typical" refers to the calling or other use patterns and/or average volume of at least 95% of our business customers using such Service for internal commercial use and does not represent typical usage by unique organizations such as call centers, resellers, fax messaging services, telemarketers, or for use without live dialog such as transcription services, intercom or monitoring services. You agree that you will not, and will cause its end users not to employ methods or use devices to take advantage of any Unlimited Services by using Services in an excessive or abusive manner, in violation of the terms herein or for means not intended by us. Use of Unlimited Services beyond typical use shall be deemed abusive and is prohibited. You agree that Company in its sole discretion will determine if use of any Unlimited Services is excessive or abusive, and in such case, you agree to pay a per minute or other applicable overage fee for use in excess of typical levels at the applicable current rate established by us. In addition, we shall be afforded all other rights and remedies set forth below with respect to abusive or prohibited use.

You agree that at least 80% of your monthly domestic long distance minutes will originate and/or terminate in a Regional Bell Operating Company ("RBOC") territory. We will have the right, at any time and from time to time without prior notice or further action by us, to apply a surcharge of \$0.005 per minute on all non-RBOC originated and/or terminated traffic where such non-RBOC traffic exceeds 20% of your total monthly service for domestic long distance traffic.

Services provided by Company, including Unlimited Services, are intended for your own normal internal commercial use and not for wholesale use, use with automated dialing equipment, for fax/voice blasts, for or for resale. We presume that certain usage, dialing, messaging or calling patterns indicate that you are not using the Service for your own reasonable internal commercial use. We reserve the right to suspend, terminate or restrict any Services, including Unlimited Services, immediately in the event we reasonably believe that you are engaging in prohibited or abusive activity hereunder. If you believe that we are in error as to our determination of your prohibited or abusive use, you may contact our Customer Service, and depending on the circumstances, we may reactivate Service; provided, however, if the usage, dialing, messaging or calling patterns that we deem to indicate prohibited or abusive use continue, we reserve the right to again suspend, terminate or restrict any Services immediately with no ability of Customer to reactivate such Service.

Company's 911 capabilities, in addition to being subject to Article VII below, are for reasonable commercial use consistent with the types and levels of usage by our typical customers. "Typical" refers to the calling or other use patterns and/or average volume of at least 95% of our business customers using such capabilities for internal commercial use and does not represent typical usage by unique organizations such as emergency service providers, first responders, dispatchers, call centers or monitoring services. You agree that you will not conduct business or employ methods or use devices to take advantage of or exceed any 911 capabilities by using Service in an excessive or abusive manner, in violation of the terms herein or for means not intended by us. Use of such capabilities beyond typical use shall be deemed abusive and is prohibited. You agree that Company in its sole discretion will determine if use of any level of use is abusive, excessive or beyond typical usage, and in such case, you agree to pay a per minute or other applicable overage fee for use in excess of typical levels at the

applicable current rate established by us. In addition, we shall be afforded all other rights and remedies set forth below with respect to abusive or prohibited use.

If Company suspects potential usage fraud or abuse, we may begin investigation into the potential fraud or abuse and may contact you for additional information which you agree to provide and cooperate with such investigation. We may also monitor and review usage at any time with respect to 911 usage and/or Unlimited Services to ensure compliance with our typical reasonable use policy. In addition to the rights set forth herein, we reserve the right to disconnect and move you and/or your end users to an alternate product, offering, service or plan (upon notice to the extent required by applicable law) for any excessive, prohibited or abusive transmissions or uses, to terminate, restrict, modify or suspend any Services, and/or to change or increase applicable rates including back charges or overage fees with respect to any such use in the event of a violation of any of the foregoing use restrictions, parameters and/or thresholds, including, without limitation, with respect to 911, CPS, ICR, Short Duration Calls, and/or Unlimited Services.

C. Use of Service. You agree not to use any Service in any way for an unlawful, fraudulent or abusive purpose, for purposes or in ways that infringe upon others' intellectual property rights including any Representatives' rights, in any way that damages our property or interferes with or disrupts our system or other users' or Representatives' property or systems, that violates trade or economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other government agency, that constitutes high volume or excessive use and/or exceeds your permitted access to our Service, or that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades Service quality for other users. Examples of prohibited use include, but are not limited to: (i) accessing, altering, circumventing or interfering with, or attempting or assisting to access, alter, circumvent or interfere with, our facilities or network and/or our information or facilities or information of others by rearranging, tampering, spoofing or making an unauthorized connection with any equipment, facilities or system using any scheme, false representation or false credit devices or by or through any other fraudulent means or devices whatsoever, whether within or outside of our service area (including, without limitation, Cloning Fraud and the alteration, modification or other change to equipment which would be viewed by us as a provision of two pieces of equipment through one number, or subscription fraud); (ii) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating "robocalls," "spam," junk faxes or unsolicited commercial or bulk calls, messages, pre-recorded messaging, email or transmissions (or activities that facilitate or have the effect of facilitating the dissemination of such calls, messages, email or transmissions); (v) any activity that adversely affects the ability of other users or systems to use either our services or the Internet based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (vi) accessing or attempting to access without authority the services, information, accounts or devices of Company or others, or penetrating or attempting to penetrate Company's or another entity's network, security or systems; (vii) running software or other devices that maintain continuous active internet connections when a computer's connection would otherwise be idle, or "keep alive" functions; (viii) outpulsing digits from Customer premises equipment ("CPE") in violation of rules and regulations governing such outpulsing; (ix) altering your voice CPE in such a manner that interferes with our ability to provide emergency service, such as but not limited to, moving IP phones to other locations, or using voice services provided to a single location to other locations over a private network; (x) using Services, hardware, software, circuits, technology, documentation or other materials outside the United States and/or in violation of the export prohibitions set forth herein; (xi) modifying, reverse engineering or making derivative works of any licensed product, service or software or otherwise misusing or violating such license, including through concurrent use in excess of the number of any activated licenses; or (xii) conveying information deemed

to be unlawful, harmful or offensive, including but not limited to, foul, profane, obscene, salacious or prurient language, or impersonating another person or entity with fraudulent or malicious intent or for any purpose in violation of law or regulation or in such a manner as to interfere unreasonably with the use of services by us.

You and your end users must comply with all laws, court or administrative orders and regulations while using the Services and you and your end users must not transmit any communication that would violate any laws, court or administrative orders, or regulations, or would likely be offensive or injurious to the recipient. You and your end users must also comply with all authorized use policies, terms and conditions of any Representative as applicable. You are responsible for all content you or your end users transmit while using the Services. Resale or transfer, in whole or in part, of any Service is strictly prohibited. You and your end users may not take any action, including, without limitation, spoofing, or install any amplifiers, enhancers, repeaters or other devices or software or service that, in our sole discretion, modifies, disrupts, circumvents or interferes in any way with the facilities, wires or radio frequencies utilized by us to provide service or to control access to service. Some services may not be available or may operate differently in selected markets or jurisdictions. We may add or delete coverage without providing notice to you.

We further reserve the right to take measures to protect our network and other users or service providers from harm, compromised security or capacity or degradation in performance. These measures may impact your Service, and we reserve the right to deny, modify, suspend, block, blacklist or terminate Service, with or without notice, to anyone we believe is using the Service in violation of these Use of Service restrictions or otherwise in a manner that adversely impacts our network or other users or service providers, compromises network security, service levels, capacity or data flows. We may monitor your compliance, or other subscribers' compliance with these T&Cs, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law.

D. Numbers. Company will provide telephone number(s) for your use of our Services. Prior to activation, reserved telephone number(s) for new Service or telephone number(s) changes may be altered without notice to you, however we will inform you of any change shortly after activation. We may change active telephone number(s) by providing notice, such as an area code change. You have no ownership or proprietary rights and you may not: (i) modify the telephone number(s) assigned to you, or programmed into any device; (ii) transfer or duplicate any assigned telephone number(s) other than as authorized by us; or (iii) transfer the telephone number(s) to any other individual or entity without our permission. We understand that, per Federal Communications Commission (“FCC”) regulations, you have the right to take your telephone number(s) to another service provider at any time; however, an Early Termination Fee may apply as described below and any port-out charges or other Representative costs incurred by us in connection with any termination, disconnect and/or migration of your Services will be passed through to you. We do not guarantee that transfers to or from us will be successful. However, we will make reasonable efforts to resolve porting issues. We reserve the right in our discretion to recover any telephone number(s) due to a breach of the Agreement including your violation of the Use of Service or Authorized Usage provisions.

E. You are responsible for all usage on your account. We will not be responsible for any fraud, abuse, or misuse of Services by any party. Further, we will not be responsible for any usage on lost, stolen, or misplaced devices, equipment, software, or facilities. You acknowledge that it is your responsibility to properly secure all equipment, devices, software, or facilities to prevent it or them from being compromised and to prevent fraudulent usage, access or calls from being incurred. Further, you are responsible for establishing, maintaining, and securing any passwords in conjunction with the Services and/or equipment, devices, software, or facilities including for voicemail, portals, databases, computers, software, programs, or otherwise. You agree that you shall not use passwords consisting of default passwords or passwords consisting of names or repeating or consecutive numbers or letters in

conjunction with any Service or equipment, devices, software, or facilities. In addition, you agree that you are responsible for any encryption, security or confidentiality of data, media, information, program or content and that Company does not provide encryption of any such materials. In any event, you are solely liable and responsible for, and shall indemnify, defend, and hold harmless Company with respect to, all security, fraud, abuse or related issues with respect to the Services. You must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports) if your Service or related accounts or equipment are used or accessed. Once you notify us of such fraudulent use or access, it may be necessary for us to interrupt your Service. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we reasonably request. Failure to provide reasonable cooperation may result in your liability for any additional or recurring fraudulent usage. In addition to rights and remedies set forth herein and available at law or equity, Company reserves the right to suspend, interrupt or restrict Service in accordance with state law, without notice to you, if we suspect any use of Service, whether by you or any other party, that in our discretion is deemed to be fraudulent or illegal. We will endeavor to notify you of activity in violation of the Agreement prior to termination, suspension, interruption, or restriction of Service.

F. Availability, Modification, and Interruption. We do not warrant or represent that the Services will operate without interruption or continuously. Services we offer are subject to necessary systems, facilities, equipment, materials, software, or services being available from other carriers and/or Representatives. We may have to do things such as change the code, telephone number(s), and/or IP address(es) assigned to or used by you or the technical specifications of the Service, interrupt Service in order to perform tests and inspections, for operational or emergency reasons, to install or replace equipment or facilities, or to provide information we think is necessary for health or safety or concerning the quality of Services we provide. If we must interrupt your Service for any of these reasons, we will endeavor, using reasonable means, to restore it as quickly as the underlying matter is resolved without any promise as to when we will be able to restore Service. If any Service is interrupted and fails to meet Company service level objectives, the terms and conditions of your applicable SLA, if any, will apply with respect to any credit that may be available with respect to such eligible interruption. Company SLAs for specific Services can be found in the applicable Agreement and are incorporated by reference as if fully set forth herein to the extent you have subscribed for such Service. If no SLA is available for your Service, at Company's discretion if the interruption is unrelated in any way to an act or omission of Customer or third party or a force majeure event, you may be eligible to receive a credit to your account for Charges for the affected Service during the qualifying interruption period. Nonetheless, we do reserve the right to suspend, interrupt, restrict or terminate Service when, in our opinion, it is necessary for the integrity, safety or maintenance of our network or when we must comply with laws or regulations, or if we believe you are using Service in violation of any provisions of the Agreement or applicable law or regulations. Service is subject to transmission limitation or interruption caused by weather, terrain, obstructions such as trees or buildings, atmospheric and other conditions. Services may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications or to combat potential fraud. Interruption may also result from nonpayment of Charges by you. We may choose to block calls to certain numbers or the affected Service if, in our sole discretion, we are experiencing excessive billing, collection or fraud problems with calls to those numbers. If based on our records and your documentation we determine that you are entitled to a credit, the credit will be provided by us on a subsequent bill. Notwithstanding anything in the Agreement, no credit shall exceed the amount of Charges for the affected Service applicable to the period of time during which Service was interrupted and such interruption is eligible for credit as set forth herein, including pursuant to any applicable SLA. You agree that Service credit shall be the sole and exclusive remedy with respect to any Service interruption or performance issue including outage, regardless of whether there is an SLA available for your Service.

Further, you understand that we may use third party vendors, hosting partners, providers and/or Representatives in order to provide the necessary hardware, software, networking, infrastructure and related technology or services required to run the Services, and such Services may be subject to the availability of such third parties and their respective services or products. You understand and agree that you must comply with all Representatives' authorized use policies, terms and conditions including any end user license agreement or terms required by an applicable Representative. We are not responsible for any failures attributable to third parties and do not guarantee or warrant the continued availability of such underlying services. We do not represent or warrant that any defects in any third party hardware or software will be corrected, and you are solely responsible for any updates, upgrades, maintenance or support relating to hardware, equipment, software and/or related applications, features or components. You agree that you will not, and will not allow any third party, to sublicense, resell, rent, lease, distribute or otherwise transfer or assign rights or usage of Services or to any hardware, equipment, software, technology, copyrighted material or other proprietary rights afforded hereunder for any purpose. You agree to defend, indemnify and hold us and our Representatives harmless from any claim, including any third party claim arising from your breach of the Agreement and/or misuse of the Services.

You are aware that the Services and/or any telecommunications or technology equipment requires continuous electrical power at the applicable Customer, Company, and Representative locations and may be internet dependent, and said Customer, Company and Representatives do not represent and warrant will be available without interruption, error, or outage. We are not liable to any person or entity for any direct or indirect, incidental, or consequential damages that result from failure or no availability of Services due to loss or interruption of electrical power and/or Internet service. **You are aware that the Services and equipment, including, without limitation, any business continuity or Failover Services or equipment, are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services or equipment could lead to death or severe injury to business, persons, or environment. These high-risk activities may include, without limitation, vital business or personal communications, elevator phones and/or alarm lines, or activities in which accurate and/or secure data or information is required.**

G. Customer Service. If you are experiencing an interruption of Service, have a billing or other question, or for Service issues or change requests, you may contact us toll-free at 866-831-1661. We will use reasonable efforts to resolve your problem or inquiry in accordance with the terms of your Agreement. Company will investigate the trouble and attempt to localize the trouble. If the source of the trouble is believed to be with an underlying provider or vendor of Company, Company will open a trouble ticket with such underlying provider or vendor and follow-up with the third party until the trouble is remedied. If the trouble is dependent on the involvement of a third party provider or vendor, then target resolution time will be dependent on such third party's involvement. Company is not required to make any repair or trouble call unless a request is made by an authorized employee or agent of Customer. At its option and sole discretion, Company may repair and/or replace any applicable Service or component thereof based on the most efficient and effective means for Company to address such trouble. Trouble resolution and/or targeted timeframes are possible only if, and will be delayed unless, Customer affords Company full and free access to Customer's and/or End User's space or premises, including, without limitation, Internet and/or VPN access if required, for appropriate inspection, analysis, repairs, maintenance, and testing We may charge for labor, maintenance, repair, installation, dispatch, trip costs, testing, verification and/or other third party costs required to respond to Service requests or issues. Applicable charges may include, but not be limited to, charges if no trouble or service issue is found or if site dispatch or a service request is deemed to have been unnecessary; charges for inside wiring, communications systems, cabling, equipment or any other factor or condition at your site premises; charges relating to wiring, equipment, communications systems, cabling or other service provided by a third party; or charges relating to or resulting from acts or omissions by you, including any misuse or negligence. All third party Representative costs incurred by us in connection with any dispatch, repair or service to you will be invoiced and passed through to you. Although we provide

Internet Service, we do not provide support for LAN, desktop PC or end users. The trouble reporting and resolution described in this Section are Customer's sole and exclusive remedies for any trouble.

H. Site/Location/Facility Access and Limitations. You will, at no cost to Company or its Representatives, timely provide necessary, appropriate, or desired access, including but not limited to physical access to your building, premises, other space, facilities, equipment, personnel or third parties, and/or authorization required to provide, modify, maintain, repair and/or cease providing any Services. If we are denied or delayed such access or authorization, there will be delays in Service installation, repair, or training. If access or authorization is required for an installation, repair, or any Services and such is not made available to us or our Representative during the appointment window or designated timeframe, your account will be assessed a trip charge and your Service may be adversely affected, delayed, or impaired. For POTS lines, a trip charge may be assessed for installation cross connects (tie downs) or Service/repair issues. If a repair issue requires a Representative to go to your place of business, then a trip charge will be assessed in accordance with our terms of Customer Service. If we are required by any third party, including without limitation by a landlord or a management company, to enter into any agreement and/or provide evidence of insurance in order to access or enter any premises or facilities necessary for installation, provisioning or disconnect of your services, you agree that you remain responsible for any such access or authorization and shall reimburse, defend, indemnify and hold us harmless, as applicable in connection with any liability, cost or expense incurred relation to, arising from or under any requested agreement or otherwise to such third party. Company or its Representative shall expressly rely on this undertaking and representation by you in entering into any such agreement, including any lease, license, access, or authorization agreement, and/or providing any certificate of insurance.

For certain Services, you understand that such Services are subject to availability and operational limitations of your site, location, facilities, equipment, materials or systems, and in such case based on initial site, location and/or facility assessment, and applicable charges described herein will apply and be charged to you which at our discretion may be required to be paid in advance of provisioning, procurement or installation, or charged to your invoice.

We are not responsible for any Customer-related availability or authorization delays. In order for us to implement any Service by any requested ready for Service date, you must ensure that the following requirements are satisfied without delay: (i) each site or location at which Services and/or Service equipment will be located must be prepared in compliance with Company standards and good telecommunications industry and engineering practices; and (ii) such additional requirements that may be applicable to the Service, as notified by us in writing, including provision of any materials, supplies, systems, facilities, and equipment required of you, are met. You are responsible for the prompt provision of all relevant and accurate systems and other facilities, equipment, materials, supplies or services not provided by Company. You will provide responses to questions, issues and information requests by us and our Representatives without delay. All Service timelines including requested ready for Service dates are estimates and conditional upon your timely response, performance and cooperation throughout the process. Customer agrees that it will complete any voice Services or TDM DIA Services no later than 45 days from the circuit delivery date, or from the date the dial tone is active at the demarcation point for POTS; if such Services are not completed by day 46, then all Service work will be disconnected, the Agreement terminated and you will be charged the Early Termination Fee. You further agree that you shall be responsible for any delays and related costs in connection with your premises, facilities, equipment, materials or systems not being prepared for provisioning or installation.

I. Technology Evolution. Telecommunications is a rapidly changing industry and your Services are an ever-changing technology, and as such, you acknowledge that we shall not be liable to you if changes in any facilities, operations, equipment, materials, procedures or Services render obsolete any equipment, Service, software, and/or applications provided or used in conjunction with provision or use

of the Service. Company updates and upgrades its networks, products and Services in the normal course of technology evolution and enhancement and is not obligated to maintain any particular technology and may reduce, modify or terminate network technologies at any time in its discretion. These efforts may result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Company reserves the right, after providing the notice set forth below, to migrate you to a replacement technology, or to discontinue any product or Service without either Party being in breach of the Agreement or incurring ETF or other liability relating to the discontinuance of the affected product or Service. If Company takes any such action, we will provide advance notice reasonably designed to inform each affected customer of such pending action. The form of our notice may include, without limitation, calling any phone number (including any cell number) associated with the account or providing written notice (including via email or bill insert, bill message or otherwise) to any address associated with the account, billing on the account, or as set forth in the Agreement. You agree that such notice is reasonable and sufficient notice of our pending action.

J. Monitoring and Maintenance. Company's weekly scheduled maintenance six-hour window is Sunday through Saturday, 12 am to 6 am eastern time. In the event that any preventative maintenance or service function performed by Company outside of the weekly scheduled maintenance window would reasonably be likely to materially adversely affect Service, such maintenance will be coordinated and scheduled through Customer if practicable. Customer shall provide and update a list of Customer contacts for maintenance and escalation purposes.

III. MWFN CHARGES, PAYMENT, AND DEFAULT

A. Charges. You are responsible for paying all Charges to your account, including but not limited to: minutes of use, airtime, access, features, data usage, long distance, directory and operator or directory assistance charges, MRCs, NRCs, travel, labor, material or equipment charges, porting costs, or Custom Installation costs, taxes, surcharges, fees, assessments and/or recoveries determined by us to be imposed on you or us as a result of use, provisioning or disconnection of the Service on your account, including taxes on leased or provided equipment, and any Early Termination Fee and/or port-out charges. You understand that Charges such as one-time costs, Custom Installation costs, porting or non-recurring charges, based on availability and operational limitations, may be imposed based on an initial site/location/facility assessment performed by us and/or our Representatives in connection with Service provisioning or installation. In addition, port-out costs or other Representative charges incurred by us in connection with any termination, disconnection and/or migration of your Services will be passed through to you. Changes to Services may result in the use of additional resources, time, materials, costs and other Charges including any third-party cancellation charges if any underlying order must be canceled due to the nature of the change. Company may charge on a time and materials basis at its then current hourly rates, or at the rate charged to Company by its Representative, for any services or product requested or provided outside the scope of subscribed Services described in the Agreement.

B. Credits, Deposits, and Overpayments. You authorize us to ask commercial reporting agencies, trade references or banking institutions to furnish us with employment and/or credit information. You also consent to our periodic rechecking of this information and to our reporting personal and/or business payment and credit history to the appropriate agencies. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy. We may require that you make an initial deposit or we may set a Service limit before we establish or maintain Service for you. An example of this would be selecting a package that contains a limited portion of services we provide instead of all services and products available. The deposit will be held as a partial guarantee of payment and cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time and from time to time

to reflect your estimated monthly Charges and we will base that increase on your actual use of the Service or on our reevaluation of your ability to pay. You may ask us to reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or a credit to your account, at our discretion. If you default or the Agreement is terminated, we may, without notice to you, apply any deposit toward payment of Charges due. Your deposit will be returned in accordance with applicable law. Unless otherwise required by state regulatory law, if you believe you have overpaid us, you must submit your dispute in writing within sixty (60) days after the claimed overpayment otherwise the invoice is deemed correct. In connection with any credits to you under the Agreement, at our sole discretion, based on administrative costs and charges, no credit shall be due and issued to you for any reason if the amount of such credit would not exceed the de minimis amount of \$25.

C. Billing; Payment. Except as otherwise set forth herein or in the Agreement, once Company deems that the Service is available for operation in accordance with generally accepted industry standards, Customer will be deemed to have accepted the Service and billing will begin (“Start of Service Date”), unless a specific Start of Service Date is set forth in the Service Order. With respect to Managed VOIP Services, the Start of Service Date will be the Deployment Date Company will begin to invoice Customer, and Customer shall be responsible for payment for Services, beginning on the Start of Service Date or such earlier date as agreed by the Parties. All Services are billed to you on a monthly cycle. For billing purposes, each month is thirty (30) days. If applicable for the initial bill only, we will prorate MRCs for any partial month on a thirty (30) day basis. MRCs and all Service Charges will be billed and earned in full in advance as of the billing date for the applicable month, with any other Charges being billed in arrears; on your first invoice, you will be billed MRCs for the initial month (or fraction thereof) and the following month. For any equipment or materials delivered by or through Company or Custom Installation costs, you will remit payments as invoiced, which may be prior to our procurement, provisioning or installation. You agree to execute and deliver any reasonable documentation required by Company or any Representative in connection with procurement, delivery or installation of such materials, equipment or Custom Installation costs. We will provide your bill in a format that reasonably identifies the Charges and which may change at any time and from time to time. Payment of all Charges is due to us within twenty-one (21) days of the date of your invoice (“Due Date”). Billing cycle end dates may change at any time and from time to time. Except in the case of termination, when a billing cycle covers less than or more than a full month, we may make reasonable adjustments and proration. For any port-out costs or other Representative costs incurred by us in connection with any termination, disconnect and/or migration of your Services you will remit payments as invoiced, which may be subsequent to such termination or migration. Usage Charges may be back billed in subsequent month(s), to the extent allowed by applicable law, and if so, this usage will be charged as if used in the month billed. We will charge a fee not to exceed that allowed by applicable law for all returned checks.

D. Credit Card. If available as an option and if you choose to pay by credit card, you agree to the rules governing that payment option, including applicable limits on the amount of Service that may be used or received before making a payment. No additional notice or consent is required before we invoice your credit card or debit the account for all amounts due to us. We will notify you of any limits that we impose. If such limits are placed on your account, you may be required to pay for Service with a valid major credit card. You agree to provide a credit card and not a debit card for this feature. You also agree to indemnify us for any claims or expenses resulting from you providing a debit card instead of a credit card. **IF YOU CHOOSE THIS OPTION, YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR SERVICE WHEN YOUR LIMIT HAS BEEN REACHED. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A MONTH.** If your credit card is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use or receive the Service until your account is paid in full.

E. Late Payments and Payment Disputes. All Charges must be paid by the Due Date. For amounts unpaid twenty-one (21) days after the date of the invoice (or as otherwise due), you agree to pay us a late payment fee of 1.5% per month or the highest amount allowed by law for the period(s) after the Due Date until such time as the Charges are paid. Even if we accept late or partial payments (even if marked “Paid in Full”), we do not waive any of our rights to collect the full amount of Charges due under the Agreement. You have sixty (60) days from the date of the invoice to give written notice of a dispute, otherwise the invoice is deemed correct. In the event Customer disputes any charges on a Company invoice, Customer shall notify Company in writing, providing the billing identification number, Circuit number or identification of other Service, trouble ticket number, if applicable, and an explanation for the dispute. If you dispute any portion of an invoice, you must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating your claim, in accordance with the Notice provisions of these T&Cs. The Parties shall negotiate in good faith to resolve the dispute within thirty (30) days of receipt of valid written notice and will inform you if an adjustment to the disputed invoice will be made. If the Parties fail to mutually resolve the dispute within thirty (30) days after the dispute was submitted to Company, all disputed Charges shall become immediately due and payable to us within ten (10) days plus interest at the rate set forth above from the original due date to the actual payment date. If we determine that a billing error resulted in an over billing or over charge, we will refund the over billed or over charged amount by issuing you a credit on your next invoice in accordance with applicable law. Notwithstanding anything set forth herein, Company shall be entitled to pursue a collections suit for any past due Charges in a court of law in accordance with the governing law and jurisdiction provisions set forth herein. Customer agrees to pay all costs of collection, including reasonable attorney’s fees, incurred by Company in the collection of any and all unpaid amounts, including, but not limited to, past due amounts and any Termination Fee. Company may charge a reasonable fee for each check or other payment returned for insufficient funds

F. Suspension, Termination for Non-Payment, and Default. In addition to our other rights to suspend or terminate Service described elsewhere in the Agreement, if you miss a payment, we may suspend the Services and/or terminate the Agreement or any Service Order thirty (30) days after the Due Date. If we suspend Service and you miss another payment during the twelve (12) months after we resume such Service, we may then suspend any Services and/or terminate the Agreement or any Service Order fifteen (15) days after non-payment notification is sent.

If you breach any representation to us, otherwise violate the Agreement, fail to furnish a security deposit and/or reroute traffic or migrate Services, after giving Customer twenty-four (24) hours prior written notice, fail to Customer to maintain the licenses, approvals, compliance or other authorizations in accordance with this Agreement, become subject to any proceeding or take any action under federal or state bankruptcy, reorganization, liquidation or insolvency laws, or otherwise make any assignment for the benefit of creditors or admit in writing your inability to pay debts as they become due, you will be in default and we may, without notice to you, suspend Service and/or terminate the Agreement or any Service Order, in addition to all other remedies available to us. We may require reactivation Charges to reinstate or resume any Service after termination or suspension.

IV. TERM, DISCONNECT/TERMINATION AND FEES

A. Term. The term of the Agreement for each Service is set forth in the applicable Service Order you enter into with us. Unless otherwise expressly specified as a different renewal period in these T&Cs, applicable terms and conditions for specific Services, or any written amendment to the Agreement, the term of your Service will automatically renew for continuous one (1) year periods at the end of the applicable initial term or any renewal term, unless Company receives a written request for non-renewal or termination/disconnect from you at least sixty (60) days prior to the end of the then-current Service term. Thereafter, unless an additional extended renewal term is otherwise specified in the applicable Service Order or Exhibit, the Service shall renew on a month-to-month basis until renewed for another

term or terminated by either Party on thirty (30) days written notice. The term and billing will begin on the date the Service is made available to you, and specifically for POTS Service will begin the day a dial tone is active at the demarcation point; provided, billing for ETF (as defined below) on your Service Order may occur prior to Service availability or activation if you cancel or terminate such Service Order before availability or activation. At the end of your term and/or after delivery by you of any disconnect or termination notice, if you continue to receive Services, such Services will be subject to the terms of the Agreement as long as you continue to receive Service and may be provided at Company's then-prevailing monthly rates. You may receive promotions or discounts on other services and products offered by Company or its affiliates in connection with the purchase of certain Services. These promotions or discounts may terminate upon termination or expiration of the Agreement or suspension, discontinuance, termination or modification of any Service. Moreover, notwithstanding anything to the contrary, Company reserves the right at any time to terminate any promotion or discount upon notice to you in accordance with applicable law. We reserve the right, at our sole option, to terminate this Agreement and/or terminate or suspend or disconnect any Service hereunder upon thirty (30) days written notice to you.

B. Required Notice for Disconnect or Termination (Including Non-Renewal); Fees. When requesting a disconnection or termination of Service, other than POTS and/or the Agreement, you must notify Company in writing at least sixty (60) days in advance of the date you wish Service to cease, and the Early Termination Fee and/or port-out or disconnect fees may apply. All past due balances, MRCs and outstanding fees, Charges and any other fees associated with the Agreement shall be immediately due and payable upon the effectiveness of Service disconnection/termination. If you continue to receive Service after the effective date of any prior disconnect or termination notice, you will be deemed to have waived and/or abandoned that request and will continue to be responsible for all Service unless and until you submit a new disconnect or termination notice thereafter in accordance with the timeframes and other requirements set forth herein. If you choose to move its local POTS Service to another service provider, we will stop billing for local POTS Services on the date contained in the loss notification. Often, we receive this notification from the other service provider and not directly from you. Early Termination Fee may apply as discussed below. However, upon loss notification for POTS bundled packages, if the Service contains stand-alone voice mail or Internet products, these products will also be disconnected upon loss notification.

You shall be responsible for any Charges that continue to be incurred as a result of your failure to provide formal written notice in accordance with the Notices From You section of these T&Cs, of any disconnect or termination, including, without limitation, in the case of your non-renewal, moving Service(s) to another service provider, abandoning Service(s) or vacating any Service location(s).

C. Early Termination Fee ("Early Termination Fee" or "ETF"). You agree to purchase Service for the full term of the applicable Agreement including any renewal term(s). Any termination or disconnect prior to expiration of the then-current term (including if you terminate/disconnect Service after we make the Service available to you or if you cancel or terminate a Service Order and do not install the Service as detailed in your Agreement) will result in your being in breach of the Agreement and being charged an Early Termination Fee. In addition, you may not be eligible for new Services and/or promotions in the future. The formula used for calculating the Early Termination Fee for Service is the sum of the following: (i) the MRC plus the average of the last 3 months usage (if applicable), times the number of months remaining in the then-current term or contract, (ii) any waived installation fees/charges or non-recurring charges, including Special Construction or Custom Installation Costs, (iii) any charges we incur to fulfill or provision your Service including any waived promotional incentives or credits and any remaining hosted telephone purchase price regardless of remaining contract term, (iv) any termination or other disconnect, cancellation or similar third party charges we incur to underlying providers associated with such termination or disconnect, and (v) any applicable taxes, surcharges or other regulatory fees

relating to any of the foregoing. You agree our damages may be difficult to determine due to variable usage and other costs of providing Service and agree to pay us the ETF as a reasonable estimate of our damages (not as a penalty) and in addition to all other amounts you owe as of the date of termination/disconnect including any Charges for unreturned equipment plus any and all other costs and charges that we reasonably incur in connection with such termination or disconnect.

D. Final Bills. Final Bills shall include all amounts and Charges that you owe under the Agreement, including any applicable Early Termination Fee and/or the Charges owed for any minimum usage commitments. You acknowledge that you are responsible for any Charges incurred between your written disconnect/termination notice and 90 days thereafter. Furthermore, you agree that in connection with administrative costs and charges relating thereto, you will not receive a credit or refund for any unused minutes of usage for that monthly billing cycle or any MRC that has been billed and earned in full as set forth herein. Notwithstanding any such final bill, we reserve the right to charge and/or backbill thereafter for port-out charges or other Representative costs incurred by us in connection with any termination, disconnect and/or migration of your Services; and taxes, fees, surcharges, assessments or other charges imposed, whether during or after your Service Term, by regulatory authorities with respect to your Services during the Term.

V. EQUIPMENT, TRAINING AND PROFESSIONAL SERVICES

A. Equipment. We are not responsible for the installation, operation, maintenance, compatibility, or performance of any CPE. Equipment provided by us or our Representatives and delivered to you is only to be used in conjunction with the Services, and you are not authorized to use the equipment for any other purpose. We may tax equipment that we provide, lease or license to you in connection with the Services. We are not the manufacturer of any equipment provided by or through us, and unless otherwise indicated herein, the only warranties on any equipment provided and/or sold by us are limited warranties, if any, extended by the manufacturers of such equipment to third party end users. Neither Company nor our Representatives warrant or guarantee that any equipment installed or provided by us will secure your network. You may not install or use any equipment, facilities, material or supplies that disrupt or interfere with the Services. If you connect or use incompatible equipment, facilities, materials, supplies with the Service, we do not guarantee the performance of the Service. If third-party hardware or software impairs operation of the Services, you remain liable for payment of all Charges for the Service, and, if this third-party equipment or software is likely to cause hazard or Service interruption or obstruction, you will eliminate such likelihood at our request. We are not liable to you if changes in any of Company's or its Representatives' facilities, operations, equipment, procedures, or Services render obsolete any equipment, Service, software, and/or applications provided in conjunction with your use of the Service. We are not responsible or liable for equipment, facilities, materials or supplies, or the use thereof by you, that are Customer or Representative supplied or owned. We do not provide support or troubleshooting services for any equipment that is not owned, licensed, or leased by us, except as specifically identified as Customer Router Management Services. Notwithstanding anything set forth in the Agreement, Customer agrees that it is solely responsible and liable for any functionality, redundancy, backup, supply, or replacement of batteries and/or power with respect to any Service or equipment, including, without limitation, any leased Adtran or other equipment.

Unless otherwise expressly set forth on the applicable Service Order for hosted telephone purchases, all equipment, including telephone, Analog, or E-POTS equipment, provided by us or our Representatives in connection with Service is leased or licensed to Customer for use and location only within the United States with no ownership or other proprietary rights or interests, and at all times remains our property, including upon any termination, cancellation or disconnection of Service or the Agreement. You may incur separate charges from your Service Order for shipping of equipment to your premises and agree to pay any such charges as invoiced. You are responsible for safeguarding any of our

equipment located at your premises and/or within your control and in the event of damage, loss or theft, you are responsible for any replacement, repair, installation or other fees relating thereto. At all times, you must return, and/or allow access for removal, service, maintenance or otherwise to, any Company or Representative provided equipment promptly upon our request. You understand and agree that any hosted telephone purchase requires payment in full of such purchase price although payments shall be allocated as MRC regardless of your contract term. In the event of hosted telephone purchase under your applicable Service Order, upon any termination of Service, all remaining Charges for such telephone purchase shall be immediately due and payable including with respect to, and regardless of, any month-to-month Service term.

Unless otherwise specifically set forth in the Agreement as materials and equipment being paid for by us, you are responsible, at your own cost, for purchasing, installing and maintaining all equipment, facilities, materials and supplies that we identify as being necessary for us to perform or you to receive the Services, including, without limitation, the purchase, installation and maintenance of hardware or software upgrades, updates, maintenance or support at your cost. For any Company-provided equipment owned by us, we manage the configuration of the equipment, including any updates, and, if applicable, the repair or replacement of hardware should a failure occur. Repair or replacement shall be Customer's sole and exclusive remedy with respect to any Services equipment provided and owned by us in connection with the Services, subject to compliance with the criteria set forth below for return of damaged Services equipment owned by us. Any such equipment must not be moved from the original set up location and/or address or the equipment and Service may not function properly, may incur higher usage Charges or may result in other adverse consequences. All such equipment owned and provided by Company to you remains our property and must be returned at your cost in proper working order, normal wear and tear accepted, to us immediately at the termination or expiration of the Service or Agreement, or as otherwise requested by us, and in any event no later than 30 days after any termination, expiration or request due date. Customer assumes responsibility and risk of loss for any equipment or materials upon procurement. If the Services equipment is damaged beyond normal wear and tear, lost, or not returned within the 30-day specified timeframe, Customer shall be responsible and will be charged the replacement cost of such Services equipment, in addition to any other unpaid Charges, ETF and/or other fees. Company will not accept returned equipment after the return timeframe set forth herein and has no obligation to issue any credit against, or cancellation of, equipment replacement Charges that have already been billed to you for failure to return equipment within 30 days after any termination, expiration or request due date.

If you have installed or furnished equipment or other property for use in connection with a Service in any area owned or controlled by Company, its affiliates or their respective Representatives, and if you fail to remove such equipment from such area within 10 days after the expiration of the applicable Term or termination of an applicable Service Order, we may, without notice or demand, take possession of such equipment, without being guilty of trespass. We may use all force necessary to effect such entry, to remove Customer, to remove any person or end user, or to remove any or all of Customer's or other party's equipment from such areas and store the same, all at your expense. Any equipment removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Customer, and we shall not be responsible for the care or safekeeping thereof. You expressly waive any and all claims for loss, destruction, damage, or injury, which may be occasioned by any of the aforesaid acts. Any equipment so removed will be returned to you upon payment in full of all storage costs, unpaid Charges and any other related costs. If within 10 days following such equipment removal, you have not requested the return of your equipment and paid any sums owed, then we may exercise all rights of ownership over such equipment including the right to sell same and retain possession of any sale proceeds. Our exercise of any remedies provided for in this Equipment section shall be without prejudice to any other remedies we may have under the Agreement or applicable law.

B. Damaged Services Equipment. To return damaged Services equipment, all of the following criteria must be met: (i) Services equipment is either new equipment that exhibits immediate failure, defect, or damage out of the box, or is equipment that fails within 30 calendar days of Service activation as verified by us; (ii) any MRS equipment package is complete (no broken components, except where the breakage occurred during or prior to shipping) and in "like new" condition in an original box or packaging (no markings, writing or stickers) except UPC label must be present on the box or package when returned; (iii) Services equipment has no missing or broken components; (iv) Services equipment has not been subjected to damage that resulted from: (a) improper operation, storage, misuse or abuse, accident, neglect or omission, such as physical damage (cracks, scratches, etc.) to the surface or interior of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food or like elements; or (c) abnormal usage or conditions; or (v) in cases where the Services equipment is returned for a failure and the equipment has a verified failure that can be duplicated.

C. Professional Services; Training. Training in connection with equipment, features, portals, or Services is not included as standard in any of our Services and thus is a Professional Service as described herein. Professional Services provided by us or our Representatives may be set forth in a Service Order, which shall include planned Professional Services and estimated Charges. Charges for unanticipated Professional Services or Professional Services otherwise not ordered in advance under a Service Order shall be invoiced to you upon performance and/or supply by us or our Representatives, and you agree that you will be responsible for the invoiced amounts for any such Professional Services provided, including for any labor, materials or other service relating thereto. Unless otherwise set forth in a Service Order, we will charge for training on a time and materials basis at our then current rates and costs, and on-site training of any nature is not included in pricing. You understand and agree the actual Charges for Professional Services may vary substantially from the estimates set forth in any Service Order or other estimate. You acknowledge that Professional Services, including without limitation, consulting, technical, remediation, and engineering work, are highly dependent on Customer-specific configurations and other Customer issues, constraints, limitations, requirements and needs that have not yet been identified by the Parties. Charges set forth in any Service Order do not include applicable taxes. You agree to pay all federal, state and local taxes, fees, charges, surcharges, recoveries and/or assessments, based upon the provision, sale, lease, use or disconnect of the Services, excluding taxes based upon Company's net income, regardless of whether assessed against Customer or Company. Such taxes, fees, charges, surcharges, recoveries and assessments shall include, but not be limited to, any universal service surcharges, recoveries or other similar surcharges collected by Company from its end user or any penalties or interest imposed by any applicable authority. In the event that Customer is exempt from paying any taxes, fees, charges, surcharges, recoveries or assessments, Customer shall provide Company with a certificate to that effect and all required periodic renewals thereof, in each case that is satisfactory to Company and in all cases in accordance with applicable law. No exemption shall be applied for any period prior to the date Customer provides such valid, effective certificate. Customer agrees that failure to pay said taxes, fees, surcharges or other charges, recoveries or assessments constitutes a default under this Agreement. Company reserves the right to pass through as back billing any such taxes, fees, surcharges or other charges, recoveries or assessments incurred and/or assessed against Company relating to Customer and/or its end user Services.

The Professional Services shall be performed at our or our Representatives' facilities or locations, your facilities or locations within the United States, or other location(s) within the United States as deemed necessary by us in our reasonable discretion for provision of the Professional Services. Travel and expense costs related to any Professional Services will be charged and passed through to you or may be required in advance of procurement to be paid by you, including with respect to materials, equipment, software or supplies that we identify as being necessary to perform the Professional Services. All Professional Services work is deemed delivered as it is performed. All timelines relating thereto are

estimates and conditional upon your timely response and cooperation throughout such process. Changes to Professional Services may result in the use of additional resources, time, materials and costs. All data and information associated with Professional Services, including any training services, and all rights relating thereto are our property, and no such materials shall be deemed "works made for hire." Any Customer specific business information furnished by you in connection with Professional Services shall remain your property; provided, however, that no work or product created, developed or first reduced to practice by us or our Representatives, alone or with others including yourself, in connection with providing the Services shall be deemed to be your property or information. Upon any termination, expiration or suspension of the Agreement or any Service Order or Service, each Party shall promptly return all applicable information and data of the other Party (and all copies thereof), in addition to equipment, materials or supplies, used or received in connection with Professional Services with respect thereto and shall have no further right or license to use any such materials, supplies or equipment.

With respect to Professional Services, you agree, at your own expense and according to good telecommunications industry and engineering practices and our specifications, if any, promptly to complete all preparations necessary for us to deliver the Professional Services. You shall, at no cost to us or our Representatives, timely provide all necessary or appropriate access, including but not limited to physical access to your buildings, premises or other space or facilities required to provide, modify, maintain, repair and/or cease providing the Professional Services. Further, you understand and agree that you are responsible for the prompt provision of all relevant and accurate system and other information to us necessary for provision of the Professional Services and for the use and compatibility of all facilities, equipment, material, software, upgrades or services not provided by us. You agree to provide responses to questions, issues and information requests without delay. All Professional Services are performed subject to your cooperating with us or our Representatives as we indicate for our performance of such Professional Services. If access is required for any Professional Service and we are unable to gain access during the appointment window or otherwise designated timeframe, your account will be assessed a trip charge. All Professional Services are performed by our Representatives and/or us as is and as available.

VI. INTERNET DISCLAIMER

A. THE INTERNET IS A WORLDWIDE-SHARED RESOURCE USED BY MILLIONS OF PEOPLE. BECAUSE OF THIS, THERE IS A RISK THAT YOU COULD BE SUBJECT TO A VARIETY OF SECURITY BREACHES, INCLUDING BUT NOT LIMITED TO, EAVESDROPPING OR HACKERS GAINING ACCESS TO YOUR COMPUTER, EQUIPMENT OR INFORMATION, REGARDLESS OF ANY SERVICES CONTRACTED OR PROVIDED UNDER THE AGREEMENT. THIS MEANS THAT OTHER PEOPLE MAY BE ABLE TO ACCESS, MONITOR AND/OR ALTER YOUR FILES, DATA OR OTHER ITEMS SENT, RECEIVED OR RETRIEVED USING THE SERVICES AND/OR NEGATIVELY AFFECT YOUR ABILITY TO USE THE SERVICES NOTWITHSTANDING THE NATURE OF ANY SERVICES CONTRACTED OR PROVIDED UNDER THE AGREEMENT. ANY INFORMATION SENT, RECEIVED OR RETRIEVED BY YOU OVER INTERNET SERVICE IS TRANSMITTED AT YOUR SOLE RISK, AND NEITHER COMPANY NOR ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTION, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO YOUR USE OF ANY INTERNET SERVICE. NEITHER COMPANY NOR ANY REPRESENTATIVE ACCEPTS ANY RESPONSIBILITY OR LIABILITY FOR THE SECURITY OR CONTINUITY OF YOUR ELECTRONIC ENVIRONMENT, NETWORK, DATA OR INFORMATION, WHETHER OR NOT COMPANY OR ITS REPRESENTATIVE HAS PROVIDED OR INSTALLED ANY SECURITY, BUSINESS CONTINUITY OR FAILOVER EQUIPMENT, SERVICE OR DEVICE.

VII. 911/E911 SERVICES, INCLUDING TTY SERVICE FOR VOICE SERVICE AND DLR FOR VOIP SERVICES

YOU ACKNOWLEDGE AND UNDERSTAND THAT MIDWEST FIBER NETWORKS, LLC WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING YOUR SERVICE OR TO ACCESS EMERGENCY SERVICE PERSONNEL OR BE LOCATED BY SUCH PERSONNEL DUE TO THE 911 SERVICE CHARACTERISTICS AND LIMITATIONS SET FORTH IN THE AGREEMENT. YOU AGREE THAT YOU AND ANYONE USING YOUR SERVICES WILL INFORM ALL EMPLOYEES, GUESTS AND OTHER THIRD PARTIES WHO MAY USE THE SERVICES OF THE LIMITATIONS ASSOCIATED WITH EMERGENCY CALLING CAPABILITIES. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS AFFILIATES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO OR ARISING FROM THE FAILURE, INTERRUPTION, SUSPENSION, TERMINATION OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

THE LIMITATIONS DETAILED HEREIN ARE APPLICABLE TO ALL SERVICES. FURTHER, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THE LIMITATIONS, RESTRICTIONS AND REQUIREMENTS ASSOCIATED WITH THE 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH THE COMPANY 911 SERVICE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU SHOULD MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES.

A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hearing impaired, or who have speech or language disabilities, to communicate by telephone. TTY doesn't work with all devices. **If you have a TTY-capable device, it may not function effectively, or at all, when attempting 911 calls and should not be relied on for such calls.**

Company is required by the Federal Communications Commission to route emergency 911 calls in conjunction with Interconnected VoIP service where such 911 calling is available. In such case, Company provides for both Basic 911 Service and Enhanced 911 Service. If applicable, Company will enter Customer provided end user information into the 911 Database provided that Customer shall be solely responsible for providing Company with accurate end user information through the Service Order and/or LOA process and for updating such information. Notwithstanding anything in this Agreement to the contrary, Company shall not be liable to Customer, or any other person or third party for any loss, claim, damage or other liability alleged to arise out of the provision of access to 911 service, the PSAP database for any errors, interruptions, defects, failures or malfunctions of 911 service. **911 emergency calling service laws may also apply to Customer, and it is solely Customer's and its end user's responsibility to understand and comply with such laws.**

If you have Enhanced 911 or E911 Service and you dial 9-1-1 with the phone number and properly registered address, the phone number and address you provided are automatically presented to the local emergency center serving the location, or in the instance where the Service is a backup service to the national emergency center serving the location. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information.

If you have Basic 911 Service and you dial 9-1-1, the call is sent to the local emergency center serving that location. Operators answering the call will not have automatic access to the caller's call-back telephone number or the associated registered address, **even if that address has been properly registered**, because with Basic

911 Service, the emergency center is not equipped to receive, capture or retain the telephone number with the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address if call-back and address information has not been provided by the caller. You acknowledge and agree that any Analog Replacement Services have Basic 911 Service capabilities, so they are different than those provided by traditional providers of local phone services.

Customer represents and warrants that it will notify all of its end users (a) of the interaction and/or limitations of 911 and E-911 as set forth herein, (b) what procedures such end users must follow for registering a new location prior to moving an IP phone or soft-phone; and (c) the effects of re-registration of end user addresses on existing end user phones and E-911. Customer shall be solely responsible for any end users and/or third-party claims and liability arising from Customer's failure to so notify its end users.

PLEASE READ THE INFORMATION BELOW ABOUT 911 SERVICE DIALING CAREFULLY. YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION SET FORTH HEREIN REGARDING THE LIMITATIONS OF COMPANY 911 EMERGENCY DIALING SERVICE, INCLUDING, WITHOUT LIMITATION, E-POTS OR ANALOG REPLACEMENT SERVICES, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E-911 CALLS. YOU ALSO HEREBY AGREE TO: (A) PROVIDE US WITH AN ACCURATE SERVICE ADDRESS, MEANING THE ACTUAL PHYSICAL LOCATION WHERE YOU WILL BE LOCATED AND (B) IMMEDIATELY UPDATE THE SERVICE ADDRESS IF YOU MOVE YOUR SERVICE TO ANOTHER LOCATION. WE RESERVE THE RIGHT TO TERMINATE YOUR SERVICE AND/OR THE AGREEMENT IN THE EVENT YOU DO NOT PROVIDE AND MAINTAIN AN ACCURATE SERVICE ADDRESS.

YOU ACKNOWLEDGE THAT WE HAVE TOLD YOU THAT THE SERVICE DOES NOT SUPPORT TRADITIONAL WIRELINE 911. YOU AGREE TO ADVISE ALL INDIVIDUALS OF THIS LIMITATION WHO MAY HAVE OCCASION TO PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH YOU HAVE INSTALLED IT. YOU ACKNOWLEDGE THAT WE DO NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT WE STRONGLY RECOMMEND THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICE VIA A TRADITIONAL PHONE LINE OR A WIRELESS PHONE.

COMPANY 911 SERVICE IS STATIC 911 AND THEREFORE IT IS LIMITED TO THE SPECIFIC TELEPHONE NUMBER AND OFFICE LOCATION. WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING THE SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL WIRELINE 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER A PUBLIC SAFETY ANSWERING POINT (PSAP) OR LOCAL, REGIONAL OR NATIONAL EMERGENCY SERVICE PERSONNEL DESIGNATED FOR WIRELESS SERVICES FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. IN ADDITION, YOUR COMPANY 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL WIRELINE 911 SERVICE AS FOLLOWS:

A. THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING COMPANY 911 SERVICE CALLS MAY NOT ANSWER THE CALLS OUTSIDE OF NORMAL BUSINESS HOURS AND MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OF LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL. THEREFORE, IF YOU DIAL 911 USING OUR SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO TAKE CARE NOT TO DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK. IF YOU

ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU.

B. 911 SERVICE WILL NOT FUNCTION IF YOUR TELEPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR SERVICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, WAN, BROADBAND OR DATA SERVICE OUTAGE OR CONNECTION ISSUE OR DISRUPTION OR IMPAIRMENT OF ANY APPLICATION RIDING ON SUCH CONNECTIONS, OR SUSPENSION OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE, INCLUDING FOR 911 PURPOSES. WE CANNOT GUARANTEE THAT ALL PSAPS WILL MAINTAIN LINES TO ANSWER ALTERNATIVE 911 SERVICES. IN THE EVENT THAT ANY PSAP SHALL PROVIDE REASONABLE NOTICE TO US OF ITS DECISION AS OF A DATE CERTAIN TO DISCONTINUE LINES TO ANSWER 911 CALLS, WE SHALL MAKE REASONABLE EFFORTS TO NOTIFY SERVICE USERS WITH REGISTERED SERVICE ADDRESSES WITHIN THE AREA SERVICED BY THE PSAP.

FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH THE SERVICE THERE IS A GREATER POSSIBILITY THAT YOUR 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL WIRELINE 911 CALLS.

IF YOU HAVE CALL FORWARDING, LOCATE ME, DO NOT DISTURB, OR OTHER FEATURES PROGRAMMED AND IN USE AT THE TIME YOU DIAL A 911 CALL, AND YOUR 911 CALL IS INTERRUPTED, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO CALL YOU BACK AT THE PHONE FROM WHICH YOU DIALED THE CALL.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR THE SERVICE, 911 SERVICE COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

COMPANY 911 SERVICE WILL NOT FUNCTION CORRECTLY IF YOU MOVE YOUR EQUIPMENT TO A LOCATION OTHER THAN THAT PROVIDED WHEN YOU REGISTERED FOR THE SERVICE. IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED CORRECTLY, YOU MUST UPDATE YOUR SERVICE ADDRESS BY CONTACTING THE BUSINESS CUSTOMER SERVICE DEPARTMENT AT 414-672-5612 UNTIL YOU HAVE UPDATED YOUR SERVICE ADDRESS AND ALLOTTED THE SUFFICIENT, ADVISED TIME FOR THE SERVICE ADDRESS UPDATE PROVISIONING TO COMPLETE, WE RECOMMEND THAT YOU USE ALTERNATIVE MEANS OF ACCESSING 911. YOU ACKNOWLEDGE AND AGREE THAT THERE MAY BE A DELAY BETWEEN THE TIME YOU SUBMIT A NEW REGISTERED SERVICE ADDRESS AND THE TIME IT CAN BE USED TO ROUTE CALLS TO THE CORRECT PSAP OR DELIVERED TO AN EMERGENCY CALL CENTER OPERATOR WITH A CALL, AND IN SUCH CASE, YOU MUST VERBALLY PROVIDE YOUR CURRENT PHYSICAL LOCATION TO THE EMERGENCY OPERATOR BECAUSE THEY WILL NOT BE ABLE TO LOCATE YOU VIA ELECTRONIC ACCESS.

IN THE EVENT THAT YOU INTEND TO USE THE 911 SERVICE IN MULTIPLE LOCATIONS, AT LEAST ONE TELEPHONE NUMBER WILL BE REQUIRED FOR EACH LOCATION. YOU ACKNOWLEDGE AND AGREE TO THIS LIMITATION AND AGREE THAT YOU WILL OBTAIN AT LEAST ONE TELEPHONE NUMBER FOR EACH LOCATION ASSOCIATED WITH 911 SERVICE. YOU UNDERSTAND AND AGREE THAT ALL OBLIGATIONS IMPOSED BY APPLICABLE LAW ON

OPERATORS OF PRIVATE BRANCH OR MULTILINE SYSTEMS ARE YOUR OBLIGATIONS AND NOT THOSE OF MWFN.

CUSTOMER ACKNOWLEDGES THAT EMERGENCY CALLING (911) MAY NOT BE AVAILABLE AT ANY TIME OR FROM TIME TO TIME WITH ANY OR ALL SERVICES. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, IF: A USER'S CPE IS RELOCATED; 911 IS DIALED FROM A LOCATION OTHER THAN THE REGISTERED ADDRESS; AN UNDERLYING BROADBAND OR WAN CONNECTION, OR DATA SERVICE OR APPLICATION RIDING ON THE CONNECTION, IS TERMINATED, DISRUPTED OR IMPAIRED; ELECTRICAL OR BATTERY POWER IS LOST; A REGISTERED ADDRESS IS NOT UPDATED TIMELY; A NON-NATIVE TELEPHONE NUMBER IS USED; OR THE DEVICE IS LOCATED OUTSIDE THE CONTIGUOUS UNITED STATES OR ALASKA OR HAWAII. CUSTOMER FURTHER UNDERSTANDS THE LIMITATIONS WITH EMERGENCY CALLS PLACED FROM MOBILE APPLICATIONS ON CELLULAR OR WI-FI ENABLED DEVICES IN CONNECTION WITH ITS SERVICES.

COMPANY UNDERSTANDS THAT CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO THE LIMITATIONS ASSOCIATED WITH THE BASIC 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH ANY COMPANY 911 SERVICE AND THAT CUSTOMER WILL INFORM ITS END USERS OF SUCH LIMITATIONS AS DESCRIBED IN THIS AGREEMENT.

VIII. ADDITIONAL SERVICE TERMS AND SLAs; CERTAIN OTHER SERVICES

A. Additional Service Terms and SLAs. See Sections XII and XIII below for additional Service Terms and SLAs that are applicable to the following Services:

Cloud IP PBX Service Terms and Service

B. Telecommunications Service Priority. TSP is an FCC program that authorizes national security and emergency preparedness (NS/EP) organizations for eligibility to receive priority treatment for provisioning and/or restoration of vital telecommunications services. TSP Service is provided for a charge at the priority level assigned to you via your TSP authorization code or as a pass through from our Representative. Further, TSP Service, including implementation, adding/deleting, and/or priority work needed to provision or restore the applicable Service may incur NRCs. You understand and agree that you are solely responsible for completing a federal TSP authorization code request, obtaining such TSP authorization code and all other authorizations or approvals, including code re-validation, required under applicable law, and retaining all records regarding such code. No TSP Service, regardless of whether requested and/or contracted for hereunder, will be provided unless you deliver to us a TSP authorization code for each telecommunications Service you receive and maintain such code in accordance with applicable law. You are solely responsible for providing us with your TSP authorization code and for notifying us of any election or change with respect thereto. You agree that TSP Service will be revoked as directed by the federal TSP program office and is otherwise subject to termination by us in accordance with the Agreement. TSP Service is provided as is, as available, and subject to all third party licensor, supplier and/or Representative terms, conditions, limitations and restrictions. Notwithstanding anything to the contrary, we do not guaranty the quality or priority of any TSP Service, and you are solely liable and responsible for, and shall indemnify, defend and hold harmless Company and/or its applicable Representatives with respect to, use or performance of TSP Service.

C. Software. With respect to any software comprising all or any part of a Service under the Agreement including SaaS, in addition to provisions applicable to software set forth throughout these T&Cs, such software is provided only within the United States on a revocable, personal, and non-transferable right to use basis for a limited term and single instance in connection with the Service and the Agreement. No software relating to any Service provided by us nor any copy thereof is sold to you

as part of the Service. You may download, install, and use any such software solely for the purpose of accessing and using the Service subscribed for under the Agreement as directed by Company or its applicable Representative and in accordance with these T&Cs and any applicable Representative end user license agreement or terms. In addition to our terms and conditions, you must comply with all requirements and restrictions on software that we have licensed from third parties or Representatives, and you may be required to accept and agree to separate software license terms of such third parties or Representatives. You agree to provide us or our designated Representative with access to your Facilities as necessary or desirable for auditing or measuring use of any software, licenses, or related equipment in connection with your Service. We may, but are not obligated to, update, upgrade or change the software and related settings on your computer from time to time, and you agree to cooperate with such activities. Any program downloaded to your computer when software is installed may perform automatic updates and may collect information necessary to do so. No license or right is granted in any source code, and you agree not to modify, adapt, decompile, disassemble, reverse assemble or engineer, or otherwise attempt to derive source code or any other aspect of the software. You further agree that you will not use any software provided under the Agreement to prepare derivative works thereof or to develop or in any way assist in the development of any product or service that has the same functions, in whole or part, as the software or Service provided hereunder. You agree that you will not vary, delete, obscure, or remove any notices of proprietary rights or any product, trademark or copyright identification or restrictions on or in any software. Company or as applicable its Representative retains all title and ownership in all copies of the software, and you agree and acknowledge that you do not obtain title to, or ownership of, any intellectual property rights in the software or any copies thereof. We reserve all rights not expressly granted hereunder on behalf of us and/or any Representative and may terminate any right to use in connection with the software at any time. All rights of Customer with respect to any software or use or access thereto shall terminate immediately upon termination of any Service for which such software comprises a component thereof, and you agree that you shall, and Company or its Representative may, delete all software and copies thereof from any Customer device or equipment or restrict access and use thereto upon any such termination. You further agree that you will not upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of Services in any way or which does or is intended to extract information or data from other hardware, software or networks of Company or its Representatives or other end users. You agree to defend, indemnify and hold us and our Representatives harmless from any claim, including any third party claim, arising from your breach with respect to any such software and/or misuse of the software or Services.

IX. MANAGED VOIP SERVICES

Managed VOIP Services will be performed at Company or Representative facilities or locations, Customer facilities or locations within the United States, or other location(s) within the United States as deemed necessary at our discretion for provision of such Services. In addition to the other terms and conditions set forth in these T&Cs, the following provisions shall apply with respect to Managed VOIP Services:

A. Cloud IP PBX Service. Cloud IP PBX Service is a managed hosted VoIP service offering within the domestic United States that provides you with access via Representative software to a web-based administrative portal to configure your telephony features and capabilities. Cloud IP PBX Service may require your download, installation, or access of third party or Representative software and/or licensing in connection with certain Service provisioning, including your acceptance of Representative or third-party terms and conditions applicable thereto. You agree to comply with all requirements and restrictions of third parties or Representatives relating to such software as if fully set forth herein and incorporated herein by reference and otherwise to comply with all software terms in this Agreement.

Notwithstanding anything to the contrary, we do not guaranty the voice quality for Cloud IP PBX Service, and disclaim any responsibility for issues or liabilities relating thereto. Unless otherwise

expressly set forth on the applicable Service Order for hosted telephone purchases, all equipment including telephone devices provided by us in connection with Cloud IP PBX Service are leased or licensed to you, at all times remain our property, including upon any termination, expiration or disconnection of Service, a Service Order or the Agreement, and are otherwise subject to the terms of the Equipment section set forth above. Upon any termination of Service, all remaining Charges for hosted telephone purchases shall be immediately due and payable including with respect to, and regardless of, any month-to-month Service Term. You are responsible for establishing, maintaining, and securing any passwords in conjunction with the Cloud IP PBX Service and/or equipment. You agree to change any password once Service has been made available to you and agree that all passwords shall conform to guidelines, if any, provided by Company and/or its Representative. Further, you agree that you shall not use passwords consisting of default passwords or passwords consisting of names or repeating or consecutive numbers or letters in conjunction with any Managed VOIP Service or any equipment including with Cloud IP PBX Service, and in any event, you are solely liable and responsible for, and shall indemnify, defend, and hold harmless Company and/or its applicable Representatives with respect to, all security, fraud, or related issues in connection with passwords relating to voicemail, portals, databases, computers, other equipment, software or otherwise.

You are responsible for all usage on your account. We will not be responsible for any fraud, abuse, or misuse of Cloud IP PBX Service. It is your responsibility to properly secure the PBX to prevent the PBX from being compromised and fraudulent calls or Messaging from being made. If your Service is fraudulently used, you must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports). Once you notify us of fraudulent use, it may be necessary for us to interrupt your Service. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we reasonably request. Failure to provide reasonable cooperation may result in your liability for any additional or recurring fraudulent usage.

We will configure your accounts for use of the applicable features or functionality, provided, however, all such features, functionality, and capacity, including without limitation, any advanced, premium, or enhanced features or functionality, are provided as is, as available, and subject to all third-party licensor, supplier and/or Representative terms, conditions, limitations, and restrictions. You acknowledge that certain features, functionality, or capacity of the Cloud IP PBX Service will vary based on the product level, plan, or package of Service for which you subscribe, including, without limitation, availability of desktop/mobile application, meeting collaboration service, call recording or Messaging. To the extent Cloud IP PBX equipment is provided with integrated Wi-Fi capability, any such equipment, feature and functionality is provided as is, as available, and subject to removal and/or deactivation at any time. For any Cloud IP PBX Service, where additional cabling or other special or additional installation work/service is required in order to provision/install such Service, we reserve the right to charge you for labor, materials, and other services relating to such cabling and/or additional work or service, and you shall be responsible for payment of additional Charges invoiced by us in connection therewith. You agree that you shall be responsible for any delays and related costs in connection with your facilities, equipment, or systems not being prepared for provisioning or installation. We make no guaranty or warranty regarding features or capacity of your account, including without limitation any advanced, enhanced, or premium features or capacity, and accept no liability for any loss or damage relating thereto including the loss of any third party provided feature or capacity. Training in connection with equipment, features, portals, or other Service is not included, and you agree that you may be charged and will be responsible for any training provided by us or our Representatives, including for any labor, materials or other service relating to such training. You acknowledge and agree that Cloud IP PBX Service does not include phone system training or any Customer site training, but you may contact us at any time if you desire training or Professional Services at our then-current Charge. Such training may include: phone utilization, outbound calling and inbound call retrieval, hard and soft key functionality, conferencing, call transfer, phone directory, call history and voicemail set up and retrieval. Where applicable, you must separately accept any such

Representative terms and conditions as required by us or our Representative in order to be eligible for use of any component or application of or relating to the feature or application. You agree that you will not, and will not allow any third party to, sublicense, resell, rent, lease, distribute or otherwise transfer or assign rights or usage to any equipment, software, copyrighted material or other proprietary rights for any purpose. You agree to indemnify, defend and hold harmless Company and/or its Representatives from any breach of such terms and conditions. We are not responsible for any hardware, software, application, feature or any maintenance, support, updates, or upgrades of any of the foregoing, and you agree to assume responsibility for any such requirements including any loss of functionality or use relating thereto or arising therefrom.

See Sections XII and XIII below for additional Cloud IP PBX Service Terms and the Cloud IP PBX Service Level Agreement, including for Cloud IP PBX Service features such as Call Recording, Contact Center, Call Center Features and Messaging that are applicable to your Cloud IP PBX.

X. REGULATORY COMPLIANCE AND YOUR RESPONSIBILITIES

The following regulatory provisions and Customer responsibilities shall apply to all Services:

A. Services Compliance. You understand and acknowledge that you are solely responsible for: determining if any Services and any applications, features, data or third-party service related thereto or that you run in the Company-provided environment and any use thereof comply with all laws, standards, regulations and policies relating or applicable generally and/or to your own business or industry, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), the Payment Card Industry Data Security Standard, the Telephone Consumer Protection Act, or the Telemarketing and Consumer Fraud Abuse Prevention Act; and, ensuring compliance with all such applicable laws, standards, regulations and policies. Notwithstanding anything set forth in the Agreement, we make no representation or warranty regarding compliance with such laws, standards, regulations and policies relating to your own business or industry. You agree that we have no way of analyzing your data, services, applications or features deployed in the Services environment. You agree that you will not store, transmit, monitor, process or provide access to any Personal Health Information (“PHI”) or credit card information, related data or other information protected by such laws and regulations. We do not intend to access confidential health related information of your clients/business that constitutes PHI in performance of the Services. Any exposure to PHI shall be random, infrequent and incidental to our provision of Service and is not meant for the purpose of accessing, managing, creating or manipulating PHI. If you are a Covered Entity or Health Care Provider under the HIPAA rules or support the health care industry, you agree that we are not a “Business Associate” or “Covered Entity” under the HIPAA rules for purposes of this Agreement. Unless expressly agreed in writing as specified in the Agreement, you acknowledge that the Services are not intended for call center environments, and you shall not use any Services for telemarketing or telephone solicitation sales or otherwise within such an environment. Regardless of Services provided hereunder, you understand and acknowledge that you are solely responsible for ensuring all compliance, privacy, and/or security with respect to local, state and federal privacy, security, law enforcement and telemarketing laws, including without limitation, HIPAA, the Payment Card Industry Data Security Standard, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud Abuse Prevention Act, the Communications for Law Enforcement Act and all licensing and regulation relating to privacy, security, law enforcement, telemarketing, call recording, auto dialers, predictive dialers, robocalls, junk faxes, bulk email, spam, phishing, pharming, unsolicited commercial messages, pre-recorded messaging and do not call registries. Further, you agree that your use of any Messaging or Messenger Service will comply with the Cellular Telecommunications Industry Association (CTIA) Messaging Principles and Best Practices Guide, as amended, supplemented, and/or superseded from time to time by the CTIA, or other similar documents or applicable guidelines promulgated by CTIA or any successor thereto. You agree that you will fully defend, indemnify, and

hold harmless Company and our Representatives from any breach of the Services Compliance obligations set forth in this section, including, but not limited to all third-party claims relating thereto, without regard to any limitations of liability set forth herein or in any Agreement. You agree to notify us immediately in the event of any breach of these Services Compliance provisions or other impermissible PHI or credit card data storage, access, or disclosure.

B. Account Information. We will use commercially reasonable means to protect the confidentiality of your account information. We will authenticate callers requesting CPNI or changes to your account, including adding new Services. We will establish a password and reminder question for your account to the extent, if any, directed by the FCC in connection with CPNI. You are solely responsible for any password or other administrator changes that you make through any website or customer portal established by us for your own administrative access and control with respect to Services. We may assume that any person able to provide your password is authorized by you to receive call detail or other information. If you are receiving Service on a business service plan through your employer, you authorize us to share your account information with your employer. Whenever you provide us account information, you agree to provide true, current, accurate and complete information, and you also agree to keep this information current. If you provide information that is, or we have reasonable grounds to suspect is, untrue, not current, inaccurate or incomplete, we may suspend or terminate your Service.

If you use our website or any customer access or portal provided by or through us, you are responsible for maintaining the confidentiality of your account and password and restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account and password. You will ensure that you exit your account at the end of each session. You agree to notify us immediately of any unauthorized use or other breach of security. Neither Company nor its Representatives will be liable for any loss or damage to you and/or any third party arising from your failure to comply with this section.

C. CPNI. We or our contractors maintain privacy policies relating to CPNI and use telecommunications provider industry-accepted technologies to safeguard such information. Your CPNI includes information that relates to the quantity, technical configuration, type, destination, location, and usage of regulated telecommunication services that you subscribe to from Company. We do collect various anonymous information, such as the number of lines you have, the features you use, your monthly minutes of use, systems service and/or performance metrics, etc. This generic information allows us to keep up to date with offerings and helps us to provide and/or improve the Service we provide to you. Under federal law, you have the right, and we have the duty, to protect your CPNI. We may use certain information regarding your account and Services we provide in order to develop and alert you to offers of additional Company services, products or offers that may be of benefit to you. Company and its authorized Representatives are permitted by law to use your CPNI to offer you the type of Services you already received from us and to offer enhancements to those Services. We would like to use your CPNI to offer services to you beyond the types to which you already subscribe. Your consent, as described herein, will permit us to offer you a complete package of services tailored to your specific needs on an on-going basis and to advise you of additional telecommunications, information and managed services that may assist you in the conduct of your business. No action is necessary on your part in connection with this approval, and your signature on the Agreement will indicate your express and affirmative consent. We will assume this express consent is granted unless we hear from you within forty-five (45) days after acceptance of the Agreement. Notwithstanding this section, if you wish to restrict us from using your CPNI to offer you types of services unrelated to those Services to which you subscribe, please complete your opt out preference by emailing your company name and address, account number and opt out preference to contractmanagement@midwestfibernetworks.com. A denial/revocation of approval will in no way affect the provision of any Services, and any denial or approval will remain valid until affirmatively revoked or modified by you. We will not use your CPNI for any other purpose nor disclose your CPNI to any party except as permitted or required by law.

D. Personally Identifiable Information. The personal information or data we collect, such as your name, address, date of birth, email, cell phone, etc., is only used to conduct business with you, provide the Service you request and keep in communication with you regarding ongoing and enhanced services. By acceptance of the Agreement, you also expressly and affirmatively consent that we may use this personally identifiable information and data to inform you of additional, enhanced or new products, technology, and service offerings by Company or its affiliates, including, without limitation, via email, cellphone or otherwise. **NO PERSONAL INFORMATION IS EVER SOLD, RENTED OR GIVEN TO AN UNAFFILIATED THIRD PARTY** unless required or permitted by law or regulation or unless they are conducting business on your behalf or for your benefit (e.g., we have used a company to conduct satisfaction surveys on our behalf and have used companies as underlying third party service providers or Representatives for certain Services); provided, however, if we go through a business transaction involving transfer of our assets or business, your personal information or data will likely be among the assets transferred. In some cases, we may provide Services jointly with selected third parties and/or vendor or provider Representatives who will use your personal information, if at all, to provide the underlying contracted services.

E. Privacy; Law Enforcement. We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of automatic dialing equipment and/or pre-recorded messaging to contact you. If you have provided an email or cell phone number that is necessary for provision of the Service, you expressly consent to our contact by cell phone, text, SMS and/or email alerts as part of receiving such Service or receiving additional, new and/or enhanced products, technology, and service offerings from us or our affiliates. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena. We reserve the right to cooperate with law enforcement.

F. Export Restrictions and Prohibitions. Notwithstanding anything to the contrary, you understand and acknowledge that we provide all services, hardware, software, circuits, technology, documentation, or other materials solely within the United States (or if specified herein for a specific Service within the domestic United States). Such Services and/or materials may be subject to United States export controls administered by the Department of Commerce, Department of Treasury office of Foreign Assets Control and/or other governmental authorities. You acknowledge and agree that the Services and materials may not be used in, and none of the underlying information, software, hardware, circuits, technology or other materials may be transferred or otherwise exported or re-exported, to any foreign country or location, including, without limitation, those to which the United States maintains an embargo or to any national or resident thereof, or to any person or entity on the Department of Treasury's List of Specially Designated Nationals or the Department of Commerce's Table of Denial Orders Notwithstanding the foregoing prohibitions, if you, directly or indirectly, use or are responsible for use of any Services, information, documentation, software, hardware, circuits, technology or other materials outside the United States, you are solely responsible for compliance with all applicable laws, including without limitation export laws and regulations, import laws and regulations of other countries, regulatory and licensing requirements of such jurisdictions and tax and use costs, expenses or duties in any way related to use of Services or location of materials outside the United States (including any sales, use, VAT, excise, export or other charge of any kind or nature levied or imposed by any governmental authority on you or us or our Representatives relating to transfer, delivery, possession, use or license outside the United States). You agree to indemnify, defend and hold us harmless in connection with any such liability and/or breach of these export prohibitions. In the event of any conflicting or contrary terms or provisions otherwise set forth in this Agreement, these export prohibitions shall control and take precedence.

XI. LEGAL TERMS

The following legal provisions shall apply to all Services:

A. Confidentiality of Information. You will not disclose the terms or pricing associated with the Agreement to anyone without our prior written approval. During the term of the Agreement and for a period of two (2) years thereafter, you will not disclose any confidential or proprietary information of Company or its Representatives or use the same for any other purpose. Company and/or its Representatives will retain all ownership rights, including intellectual property rights, in their respective confidential and proprietary information, and you agree to return all copies of such information to us upon our request at any time, provided if return is impossible as to any portion of the information then you will promptly certify to us that all such information has been destroyed. While we use industry-accepted telecommunications provider technologies to safeguard your information, you are responsible for the security of your confidential or proprietary information, as we cannot guarantee its security regardless of the Services contracted and provided hereunder. No method of electronic storage or transmission over the Internet is fail-safe or fully secure.

B. Copyright, Trademark, Website Access; Customer Reviews and Testimonials. All content included on our website or other material presented or made available to you as part of the Services, such as text, graphics, logos, button icons, and images, digital downloads, data compilations, training materials or information, and software are the property of Company or its content supplier or Representative and are protected under applicable law. You may not use, copy, or reproduce any Company trademarks, tradenames, or logos without our express written permission in advance. We grant you a limited non-exclusive right to access and make personal use of our website and not to download (other than page caching) or modify it or any portion of it except with our express written consent. With respect to other material presented to you as part of the Services, you are only permitted to use the content as expressly authorized by us and/or our Representatives in connection with the Services. You may not copy, reproduce, distribute, or create derivative works from the content included on our website or other materials presented or made available to you as part of the Services whether by Company or any Representative. Any such material provided by Company or its Representative shall be returned to us immediately in the event of termination, expiration or disconnect of the Service or the Agreement or otherwise upon our request. If you submit any user-generated content (i.e., reviews or testimonials) to our website, then you agree that such content is our property. Moreover, if you submit or approve any review or testimonial with respect to us, then you agree that we may publish your testimonial, together with your name, company name, location, and any logo that you provide to us or include as part of any such review or testimonial, for our marketing purposes, whether online or otherwise as we may determine in our sole discretion. You further agree that we may edit the testimonial or review and publish edited or partial versions of the testimonial or review. However, we will never edit a testimonial or review in such a way as to create a misleading impression of your views. You may terminate this consent/license with respect to your review and/or testimonial content and identifying information by giving to us 30 day written notice of termination.

C. Limitation of Liability. WE INTEND FOR THE FOLLOWING LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY TO APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. If our or our Representative's gross negligence or willful misconduct causes damage to a person or property, neither we nor our Representative will be liable for more than the lesser of the amount of all Charges that you paid under the Agreement or applicable Service Order, excluding Managed VOIP Services, or the amount of direct damages to the person or property. For any other claim, neither we nor our Representative will be liable for more than the amount for all Charges paid by you for the Services, excluding Managed VOIP Services, during the affected period. With respect to any claim relating to or involving Managed VOIP Services, neither we nor our Representative will be liable for more than an amount equal to one (1) month recurring charge that you paid for the applicable Managed VOIP Service. In addition, for any claim whatsoever, neither Company nor any of its Representatives will be liable for incidental, indirect, punitive, special, or consequential damages,

including but not limited to, any loss of use, loss of business, loss of data, lost profits or revenue or goodwill or increased costs of operation or any health-related claims allegedly arising from the use of services, devices, equipment or accessories used in connection with services, computer failure or malfunction, computer security breach, computer virus infection, loss or damage of information or data, files or software contained in, stored on, transmitted or recorded by, or integrated with any service that we provide. You are advised to back up all data, files, and software prior to installation of any Service and at regular intervals thereafter, and in no event shall Company or its Representatives be liable for any loss or damage to stored, transmitted, or recorded data, files or software. Further, at no time will Company or any of its Representatives be liable for punitive, exemplary, reliance or special damages of any type. These limitations apply even if the damages were foreseeable or if we were told they were possible, and the limitations apply whether the claim is based on contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. Neither Company nor its Representatives are liable for any damages if Services are interrupted, including without limitation, with respect to TSP Service, and you understand and agree that credits applied by us to your account under any SLA or otherwise at our discretion pursuant to these T&Cs shall be your sole and exclusive remedy with respect to any Service interruption, performance issue and/or outage, regardless of whether an SLA is available for your Service. We are not an operator service provider and as such do not handle emergency calls. We are not liable in any way for any call to any emergency provider or the failure to connect to such provider or any action that occurs or fails to occur as a result. You acknowledge and agree that neither we nor our Representatives are liable for any Service outage and/or inability to dial 911 using your Service or to access emergency service personnel or be located by such personnel due to Company's 911 characteristics and limitations as set forth herein. Further, you acknowledge and agree that we use certain Representatives including underlying third party service providers in connection with the Services, and that we shall not be liable for any failure and/or delay in Services to the extent caused or contributed to, whether directly or indirectly, any failure of equipment, materials, services, facilities and/or software provided by any third party including any such equipment, materials, services, facilities or software provided, leased or licensed by us. You also agree that no Representative including any third-party service provider shall be liable to you in connection with or relating to any Services provided hereunder, and you hereby expressly release any such Representative to the fullest extent permissible under applicable law and agree that any such Representative's liability shall be limited to the fullest extent permissible by law. This paragraph will survive termination or expiration of the Agreement.

D. Indemnification. You agree to defend, indemnify, and hold us, our affiliates, agents and Representatives and anyone else providing services to you on our behalf, harmless from claims, losses or damages relating to any use of the Services or equipment or facilities relating thereto by you or others, or to your breach of the Agreement or your promises or statements made in it. It is your responsibility to conform to all applicable laws or regulations and you will indemnify Company and its Representatives from claims, losses or damages arising from any such breach and/or use whether lawful or not, including those related to 911 dialing. You acknowledge and agree to Company's 911 characteristics and limitations set forth in the Agreement, and no such characteristics and/or limitations shall be deemed to constitute negligence, gross negligence or willful misconduct on our part. This paragraph will survive termination or expiration of the Agreement.

E. Additional Remedies. In addition to the other remedies available provided for in this Agreement or by law, upon any default or breach by you or your end users, We shall be entitled, but not obligated, to do any and all of the following without prejudice to any other right it may have under this Agreement, at law, in equity or otherwise: (i) make such payments as may be necessary to remedy the default or breach and upon demand recover such payments from Customer together with any other sums due and payable under this Agreement; (ii) terminate or suspend this Agreement, any and all Service Orders and/or Services, and (A) take possession of all equipment, Platform, facilities, network, systems, software or hardware with respect thereto (it being understood that Company has legal title to

all such items including the Platform), (B) recover from Customer all sums due under this Agreement to the date of such termination or suspension, (C) recover from Customer applicable Termination Fee, together with any other losses and damages suffered by Company as a result of such termination, and/or (D) recover from Customer all costs incurred, including putting the equipment, Platform, facilities, network, systems, software or hardware back in good working order; and (iii) recover from Customer legal and other costs incurred in enforcing its remedies hereunder.

F. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR RELATED EQUIPMENT, FACILITIES OR MATERIALS AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Notwithstanding anything set forth in the Agreement, we make no representation or warranty regarding the design, condition, quality, capacity, sustainability, durability, or other aspect of any materials, equipment, services, or any component thereof, including but not limited to, systems, platform, hardware, facilities, software, personnel, programming assistance or consultation provided as part of the Services, that the Services will be uninterrupted, error free or free of harmful components, or that any content, including your content, will be accurate, secure or not lost or damaged. The Services and equipment, facilities, and materials, including, without limitation, any business continuity or Failover feature, are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance, mission critical applications, or in which an error or interruption in the Services or equipment, facilities or materials could lead to death or severe injury to business, persons, property or environment. These high-risk activities may include, without limitation, vital business or personal communications, alarm lines, elevator phones, or activities in which accurate or secure data, performance or information is required. We do not authorize anyone to make any warranty on our behalf, we make no representation or warranty on behalf of any Representative as such Representatives make no representation or warranty to you, and in each case, you should not rely on any such statement. We are not the manufacturer of equipment or designer of any software and any statement regarding such equipment or software should not be interpreted as a warranty. Company does not guarantee that any Service or product will detect, obstruct and/or prevent any viruses, trojans, worms or unauthorized access to your network and/or computer system. The only warranty applicable to the equipment used in connection with the Services is that provided by an equipment manufacturer, if any, to third party end users of Company. We do not warrant that time is of the essence with respect to any Services. Notwithstanding anything to the contrary, any Services provided by us and/or our Representatives as Proof of Concept or POC service are provided on an as is, as available basis without any representation, warranty or SLA whatsoever and may be terminated at any time by us. This paragraph will survive termination or expiration of the Agreement.

G. Force Majeure Event. We will not be responsible for, and will not incur any liability arising out of, any event beyond our reasonable control such as lightning, hurricane or other exceptionally severe weather, acts of God, flood, fire or explosion, civil disorder, terror attacks, war or military operations, national or local emergency, anything done by any government or other competent authority or labor difficulties of any kind (including those involving our Representatives), malicious mischief, riots, accident, transportation tie-ups, electrical outage or shortage, unavailability of network facilities or underlying services (including third parties) or unavailability or shortage of supply, equipment or materials (in each case, a “Force Majeure Event”).

H. Resolution of Disputes; Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION; PROVIDED HOWEVER, THAT WE MAY INITIATE COLLECTIONS ACTIONS AGAINST YOU IN COURT WITHOUT ARBITRATION. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. YOU

CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR REGULATORY AGENCY. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT. Except for our collections suits which are not subject to the following arbitration provisions, before the initiation of any arbitration between the Parties, written notice of any claim, dispute, or other difference (collectively, “Disputes”) shall be provided pursuant to the Notice provisions of the Agreement set forth above. If the Dispute cannot be resolved pursuant to this pre-arbitration process within 60 days of receipt of such notice, either Party may initiate arbitration of the Dispute as follows. Disputes that arise between the Parties, except for those Disputes that fall exclusively within the jurisdiction of a state or federal regulatory body, shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Milwaukee, Wisconsin. **The Parties agree that their Disputes will be resolved individually and shall not be resolved on a consolidated or class basis or joined with Disputes of any third-party.** Subject to the limitations of liability set forth herein, the arbitrator(s) may award declaratory relief, preliminary and permanent injunctive relief, and direct compensatory damages, but may not award any incidental, consequential, punitive or other damages disclaimed herein and each Party waives, to the fullest extent permitted by law, any claims for any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of Service Charges paid by you to us in connection with the Service that is the subject of the dispute.

I. Choice of Law/Forum; Fees. Where our Service and applicable terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection. If there is any inconsistency between the Agreement and those regulations, those regulations shall govern and the Agreement shall survive and be deemed amended as necessary to conform to such regulations. To the extent the Service and/or Agreement is not subject to FCC or state utility regulation, you agree that the laws of the State of Ohio govern the Agreement and the relationship between MWFN and you, without regard to conflict of laws principles. The Parties further agree that to the fullest extent permitted under the Agreement, Milwaukee, Wisconsin will be the exclusive jurisdiction for any Dispute that may arise between the Parties, including any collections suit initiated by us against you. Each Party consents to personal jurisdiction and venue in Milwaukee, Wisconsin and waives any objection it may have based on inconvenient forum. **Notwithstanding anything set forth herein, each Party irrevocably waives any right to trial by jury in connection with any claim.** If suit is brought or an attorney is retained by us to enforce the terms of the Agreement, including to collect any Charges due under the Agreement or to collect money damages for breach of the Agreement, then we will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, witness fees, court costs, costs of investigation, arbitration costs and other related expenses incurred in connection therewith.

J. Liens and Encumbrances. You have no power, authority or right to create, and shall not permit, any lien or encumbrance with respect to our premises or any equipment or materials of Company or its Representatives located within our or your premises or otherwise regardless of location, including, without limitation, tax liens and mechanics' liens, with respect to work performed or equipment or materials furnished, or in connection with the installation, repair, maintenance or operation of your facilities installed within our premises or elsewhere. Notwithstanding the foregoing, if any such lien is filed at any time against our premises and/or Company's or its Representatives' property, or any part thereof, you shall cause such lien to be discharged of record within 30 days of your receipt of notice of the lien, except that if you desire to contest such lien, you will furnish us, within such 30 day period, security reasonably satisfactory to us in the amount of the claim or, you shall provide a bond issued by a surety in good standing in the relevant State in the amount of such lien. If you fail to discharge the lien and/or provide the security set forth above within the time period set forth above, we may, at our option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees and costs incurred in connection with such lien, will be immediately due from you to us.

K. Eminent Domain/Condemnation. If any building in which our Service premises is located is damaged by fire or other casualty or is otherwise taken by a public or quasi-public governmental authority, we will give you prompt notice thereof. If a landlord or Company exercises an option to terminate an agreement applicable to a particular location due to damage, destruction, or taking of the premises subject to such agreement, or landlord or Company decides not to rebuild such building or portion thereof in which the premises is located or relocate the same, the Agreement or Service Order with respect to that particular premises shall terminate as of the date of such exercise or decision as to the affected premises and the recurring fees paid by you shall be modified accordingly. If neither the landlord of the affected premises nor Company exercises the right to terminate, we shall repair the particular premises to substantially the same condition it was in prior to the damage or taking (or relocate your facilities) completing the same with reasonable diligence. In the event that we fail to complete the repair or relocation within ninety (90) days, you shall thereupon have the option to terminate the Agreement or Service Order with respect to the affected premises which option shall be the sole remedy available to you against us relating to such failure. If any portion of the premises is rendered uninhabitable by reason of such damage or taking, the Parties will agree upon a proportional abatement of the Charges for your affected facilities, for the period from the date of the damage or taking to the date of the repairs or relocation.

L. Changes to the Agreement. We may change Charges and/or terms for the Services from time to time, including these T&Cs. We may decrease Charges without providing advance notice. According to applicable state law, we will notify you of increases in Charges by bill insert, bill message or other notice. With respect to other changes to the Agreement, we will notify you, by a posting on our website at [<https://midwestfibernetworks.com/terms-conditions-voip>], recorded announcement, bill insert, bill message, newspaper ad, postcard, letter, facsimile, call to your billed/account number, call to any phone number (including any cell number) associated with the account, e-mail to an address provided by you or other appropriate form of notice, and you consent to be contacted by such form(s) of communication and/or notice. Choice of notification methods will remain in our discretion and as directed by state law. Notwithstanding the above, Company withholds the right to make any changes, without notice to you, that it deems necessary or appropriate (increases or decreases) to any taxes, surcharges, fees, assessments, or other recoveries (including without limitation the recovery of costs associated with Universal Service obligations and primary interexchange carrier charges) arising under, based upon or required by state or federal statute or regulation. For Customers who do not agree to a material change(s) made by us to the Agreement, not applicable for taxes, surcharges or other recoveries noted above, you may terminate the Agreement without Early Termination Fee by giving us notice as described below within 30 days of the effective date of a material change (“Customer’s Material Change Termination Notice”). Furthermore, Service that is not terminated or migrated to another service provider within thirty (30) days of the Customer’s Material Change Termination Notice date will be deemed to be your agreement to the material change. Customers terminating or migrating Services outside of the 30-day period following such Customer’s Material Change Termination Notice date will incur an Early Termination Fee. You have the option to change your Service or features at any time by notifying us, and you may take advantage of our promotions for which you qualify, provided that you comply with any requirements of the change or the promotion, including, where applicable, but not limited to, change Charges and changes to your contractual obligations. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.

M. Notices From You. All notices (including your notice of disconnect or termination), requests or other communications shall be in writing and delivered as follows, except as otherwise permitted herein:

- All matters, except notice of disconnect or termination, may be submitted via electronic mail to your MWFN sales representative and/or

- contractmanagement@midwestfibernetworks.com; or
- Otherwise for disconnects or terminations, send via electronic mail to contractmanagement@midwestfibernetworks.com, with confirmed receipt and subject line beginning with “NOTICE OF DISCONNECT/TERMINATION-LEGAL” or via overnight courier, certified or registered mail, postage prepaid and return receipt requested to Midwest Fiber Networks, LLC, 6070 North Flint Road, Glendale, WI 53209.

Written notice to us will be effective when directed as set forth above to Notices-Legal and received by us. Your notice must specify your account number(s) and telephone number(s) and reasonably detail the reason for the notice.

N. Notices To You. If we change our address or toll-free Customer Service telephone number, we will notify you on your bill or by other means as specified in the Changes to the Agreement section above. Except for notice as otherwise permitted herein, written notification to you will be deemed delivered three (3) days after the notice was deposited in the United States mail, one (1) day after receipt via overnight courier, or immediately if delivered electronically such as e-mail, facsimile, text or short messaging service. Any such notices will be sent to the address, e-mail, facsimile, phone or mobile phone or device of record on your account with us. You are responsible for notifying us of any change in your address, email address or other account contact information.

O. Assignment. We may assign all or part of the Agreement and/or a Service Order without notice and without such assignment being considered a change to the Agreement. We are then released from all liability. You may not assign the Agreement without our prior written consent.

P. Not Legal/Regulatory Advice. You understand and agree that we do not provide legal or regulatory advice or services of any kind or nature whatsoever. Service shall not be deemed, construed, interpreted, relied upon or constitute legal or regulatory advice even if such Service discusses or relates to any such issues, and you agree that you are responsible for retaining your own legal/regulatory counsel and advisors to provide any legal or regulatory advice or services. Further, any work, service and/or deliverables provided by us in connection with any Service shall not be deemed to be legal or regulatory opinions and may not and should not be relied upon as advice, proof, evidence, guaranty, or assurance as to your legal or regulatory compliance.

Q. Headings; Severability; Survival. Section headings are for descriptive purposes only and are not intended to be used to interpret the Agreement. The provisions of the Agreement are severable, and if any provision is held unenforceable or invalid because of scope of activity, duration, or other reason, such provision shall be adjusted to cure such invalidity or unenforceability to the minimum extent necessary. Such unenforceability or invalidity will not affect any other provision, and the remaining terms of the Agreement will remain in full force and effect. The provisions of the Agreement that are contemplated to be enforceable after the termination or expiration of the Agreement or a Service Order survive termination or expiration of the Agreement or applicable Service Order.

R. Entire Agreement; Waiver. The Agreement represents the entire agreement between the Parties relating to the subject matter of the Agreement, which may only be amended or modified as described in the Agreement. The Agreement supersedes any prior written or oral understanding, agreement, representation or promise between the Parties relating to the subject matter of the Agreement. Notwithstanding anything set forth in the Agreement, all quotes, proposals, statements of work, samples, diagrams, descriptive materials, specifications, marketing, and advertising including email communications issued or used by Company and any descriptions or illustrations contained in Company guides, websites, catalogues, brochures, reports or manuals are for general informational purposes only and shall in no event form part of the Agreement. If we do not enforce a claim or right, this does not amount to a waiver of our rights to enforce such a claim or right.

S. Execution. The Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same Agreement. Facsimile and electronic signatures, including any click through ordering portal or DocuSign confirmation, shall be deemed and will be treated as an original signed Agreement or counterpart, as applicable.

XII. CLOUD IP PBX TERMS

The terms and conditions set forth below and in the Service Order and applicable rates, tariffs and/or price/service guides posted on Midwest Fiber Networks' website [<https://midwestfibernetworks.com/terms-conditions-voip>] from time to time apply to the Cloud IP PBX Service provided pursuant to the Agreement. Customer expressly agrees that any changes, including additions, deletions or replacement, to the Service ordered hereunder (such as adding/deleting/replacing lines, equipment or licenses, increasing bandwidth or licenses, changing length of Term or installing or upgrading software) to the extent relating to, arising out of or connected with the original Service shall be governed by the Agreement, regardless of whether such Service changes are documented on a separate, later signed Service Order or Amendment or otherwise changed in connection with provisioning or delivery of the Service. Customer understands and agrees that any online click through order for Cloud IP PBX Service accepting the T&Cs, these Service Terms and the Agreement shall bind Customer to all such terms and conditions.

A. SERVICE OFFERING/CLOUD IP PBX

- (a.) Cloud IP PBX is a hosted voice over IP ("VoIP") service that requires Internet service, but does not include Internet service. Cloud IP PBX Service will provide Customer with access via Representative software to a Web-based administrative portal to configure its telephony features and capabilities. Customer will also be able to access a Web portal to manage its individual feature settings. Cloud IP PBX Service may require Customer's download, installation or access of third party or Representative software and/or licensing in connection with certain Service provisioning, including Customer acceptance of Representative or third party terms and conditions applicable thereto. Customer agrees to comply with all requirements and restrictions of third parties or Representatives relating to such software as if fully set forth herein and incorporated herein by reference and otherwise to comply with all software terms in this Agreement. Further, Customer acknowledges that certain features, functionality and capacity of the Cloud IP PBX Service will vary based on the product level, plan or package of Service for which Customer subscribes, including, without limitation, availability of desktop/mobile application, meeting collaboration service, call recording or Messaging. To the extent Cloud IP PBX equipment is provided with integrated Wi-Fi capability, any such equipment, feature and functionality is provided as is, as available, and subject to removal and/or deactivation at any time. Optional readiness assessment and implementation services are also available for additional fees. Cloud IP PBX and its Features described below (collectively, "Service" or "Cloud IP PBX Service") are not available for resale by Customer, or transfer to, or use by a third party other than Customer for its internal business purposes and are offered only to non-government commercial end user business customers. Cloud IP PBX Service is provided only to Customer locations within the U.S. 48 contiguous states and may not be available at every location. Customer is prohibited from extending Cloud IP PBX Service beyond the U.S. mainland. Any Voice Operator Panel and related equipment, software, maintenance or service are offered as is, as available, without representation or warranty of any kind and subject to all third party licensor, supplier and/or Representative terms, conditions, limitations and restrictions.
- (b.) The Call Recording Feature is an add on feature to Cloud IP PBX with up to five gigabytes of storage capacity and, to the extent purchased by Customer, provides Customer with access to a

Web-based administrative portal for Customer's use of third party call recording software with respect to calls that traverse the Cloud IP PBX platform.

- (c.) The Call Center Feature is an add on feature to Cloud IP PBX and, to the extent purchased by Customer, provides Customer with access to a third party call center application for automatic call distribution/routing to a group of users.
- (d.) The Contact Center Feature is an add on feature to Cloud IP PBX and, to the extent purchased by Customer, provides Customer with access to a third party contact center application for automatic call distribution/routing to a group of users, electronic transmissions, supervisory and administrative dashboards, data analytics and call recording.
- (e.) The Messaging Feature is an add on feature to Cloud IP PBX and, to the extent purchased by Customer, provides Customer with an SMS routing and processing function for sending single point to point messages via hosted messaging within certain limited geographical areas. Messaging does not include MMS capabilities or provide for use of short codes.

B. BILLING; FEES; CREDIT REQUIREMENTS

Billing for the Cloud IP PBX Service will begin when the Cloud IP PBX Service is made available to Customer. Customer shall make timely payments to Midwest Fiber Networks of all Charges invoiced to Customer during the Term. Customer understands that the monthly recurring charges ("MRCs") may be in addition to other charges for services and may include, but not be limited to, international calls, long distance charges, local features, directory assistance, overage charges or other surcharges and fees, and shall be subject to applicable federal, state, local use, excise, sales, lease, or privilege taxes, duties or similar liabilities as further set forth within the T&Cs, and applicable long distance and international rates, tariffs, and/or price/service guides. Customer may also be responsible for all charges related to installation, site survey, shipping, change orders, expedite charges, maintenance or other non-recurring charges ("NRCs") not detailed herein. Specifically, Midwest Fiber Networks reserves the right to charge Customer for additional cabling, special or additional installation work/service, including site survey and all labor, materials and other service relating to such cabling and/or additional work or service. Such NRCs will be in addition to the MRCs and related Charges. Installation and activation will occur at Customer premises and charges therefore are billed as NRCs as may be identified in the Service Order. In the event Midwest Fiber Networks must ship replacement equipment to Customer, Customer may be charged for the shipping costs. Such costs will vary based on the quantity of the equipment ordered and the destination. Provision by Midwest Fiber Networks of Cloud IP PBX Service pursuant to the Agreement may be subject to a Customer credit check, and Customer agrees that it will complete the required Credit Application to commence such credit check and failure to do so will be deemed to be a breach of the Agreement. In the event Customer terminates the Agreement prior to the end of the term (including any renewal term), Customer may be subject to Early Termination Fees as described in the T&Cs.

C. CUSTOMER-OBTAINED FACILITIES; RESPONSIBILITIES

Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment, including, but not limited to, routers, switches, firewalls, software, cat 5 or equivalent cabling, wiring, power sources, telephone connections and/or communications services ("Facilities") necessary for interconnection with Midwest Fiber Networks' network or otherwise for use in conjunction with Cloud IP PBX Service at each of Customer's locations covered under this Agreement. Customer is responsible for ensuring that such Facilities are compatible with Midwest Fiber Networks' requirements, including being certified by Midwest Fiber Networks for use with Cloud IP PBX Service, and that they continue to be compatible with subsequent revision levels of Midwest Fiber Networks provided equipment, software and services. Customer will

provide Midwest Fiber Networks or its designated Representative with access to its Facilities as necessary or desirable for provisioning, support, auditing or measuring use of the Services and/or underlying software, licenses or equipment. In the event Customer does not provide the Facilities as described herein and as further identified during the site survey, Customer understands and agrees that Customer will be responsible to provide such Facilities prior to any provisioning or installation or for any additional costs, as outlined in Section XII(F) Field Services, for Midwest Fiber Networks to provide Customer with necessary Facilities prior to any provisioning or installation. Customer shall also be responsible for any delays and related costs in connection with its Facilities not being prepared for provisioning or installation. In addition, Customer is responsible for taking all proper actions as necessary for any required disconnection of previous service with a third party. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN, including, without limitation, establishing, maintaining and securing any passwords in connection with the Cloud IP PBX Service and/or equipment. Customer agrees that it shall not use passwords consisting of default passwords or passwords consisting of names or repeating or consecutive numbers or letters in conjunction with any Service or any equipment, and in any event, Customer is solely liable and responsible for, and shall indemnify, defend and hold harmless Midwest Fiber Networks and its Representatives with respect to, all security, fraud or related issues in connection with passwords relating to voicemail, portals, databases, computers, other equipment, software, or otherwise. If Customer connects any Facilities to Cloud IP PBX Service that Customer reasonably should know may not be compatible with Cloud IP PBX Service, Customer is solely responsible for any effects that arise from that connection on the Cloud IP PBX Service equipment or software or any other services provided by Midwest Fiber Networks. Customer and/or any of its third-party representatives or agents waive any claims against Midwest Fiber Networks and its Representatives relating to the performance of Cloud IP PBX Service. Customer represents and warrants that it is the end user business customer and shall not resell the Services and agrees to defend, indemnify and hold harmless Midwest Fiber Networks and its Representatives with respect to any breach of this representation and/or any such third-party claim.

Midwest Fiber Networks is not responsible for the installation, operation, maintenance, compatibility or performance of any Customer premise equipment or Facilities. If Customer connects incompatible equipment to the Service, Midwest Fiber Networks makes no commitments regarding the delivery or performance of the Service. If third party hardware or software impairs operation of the Service, Customer remains liable for payment of all charges and fees for the Service, and, if third party equipment is likely to cause a hazard or Service interruption or obstruction, Customer will eliminate such likelihood at Midwest Fiber Networks' request. Midwest Fiber Networks shall not be liable or responsible for any Customer or third-party equipment and hereby disclaims any and all such liability.

Customer shall assign a Project Manager as a primary point of contact for Midwest Fiber Networks who shall meet with and be available for consultation with Midwest Fiber Networks as necessary for implementation/installation, including without limitation, mandatory meeting participation with a Midwest Fiber Networks' Project Manager prior to any installation and/or implementation of selected Features. The Project Manager must work with Midwest Fiber Networks' personnel including engineering as required by Midwest Fiber Networks in order to plan, establish and finalize call flow, as applicable, and shall complete and submit a final call flow plan to Midwest Fiber Networks. Failure of Customer to adhere to the foregoing requirements and responsibilities may result in delays and unnecessary costs to Customer.

D. LOCAL NUMBER PORTABILITY

- (a.) Where applicable, Midwest Fiber Networks shall only provide Customer with the dedicated DIDs or SIP trunks ordered by Customer and accepted by Midwest Fiber Networks. Midwest Fiber Networks will exercise commercially reasonable efforts to gain access to phone number quantities as specified for each geographic location by Customer, but Midwest Fiber Networks

does not guarantee phone number availability for each geographic location. Midwest Fiber Networks shall make all decisions regarding expansion of its Services to new geographic locations. Midwest Fiber Networks may, upon ten days prior written notice, reclaim any DIDs provided by Midwest Fiber Networks to Customer hereunder that have not been used by Customer in connection with any Cloud IP PBX in the 120-day period immediately preceding such notice. No refunds shall be made to Customer regarding the unused reclaimed DIDs. Midwest Fiber Networks may revoke the unused DIDs, in Midwest Fiber Networks' sole discretion.

- (f.) Midwest Fiber Networks will exercise commercially reasonable efforts to "port" Customer's phone numbers, subject to applicable legal restrictions (if any). Midwest Fiber Networks does not guarantee a specific time interval for any porting activities. Upon termination or expiration of the Service, Midwest Fiber Networks may, at its sole discretion, process Customer's LNP requests to Customer's new service provider, if such new service provider is able to accept such phone number.

E. CALL ORIGINATION INFORMATION/CALL JURISDICTION

- (a.) Customer acknowledges that Midwest Fiber Networks classifies local and long distance calls to determine appropriate call jurisdiction (i.e., local or interstate). Midwest Fiber Networks bases this classification on the information in Midwest Fiber Networks' systems identifying each call's originating location. Accurate information regarding the origination point of calls is necessary to make the appropriate call jurisdiction, and therefore it is a material condition of the Agreement that Customer provide Midwest Fiber Networks with accurate information reflecting its calls' originating location. Customer shall defend, indemnify and hold Midwest Fiber Networks harmless with respect to any third-party claims arising out of Customer's delivery of call origination information to Midwest Fiber Networks or to such third parties.
- (g.) For all unlimited long distance and local service offerings ("Unlimited Services"), unlimited service applies only to calls or use made within the continental United States. Calls to Alaska, Hawaii and all international calls are subject to additional charges. Unlimited Services are provided solely for live dialogue between two or more individuals and may be used only for reasonable internal commercial use consistent with the types and levels of usage by typical Midwest Fiber Networks customers. "Typical" refers to the calling or other use patterns and/or average volume of at least 95% of Midwest Fiber Networks' business customers using such Service for internal commercial use and does not represent typical usage by unique organizations such as call centers, resellers, fax messaging services, telemarketers, or for use without live dialog such as transcription services, intercom or monitoring services. Use of Unlimited Services beyond reasonable, typical use shall be deemed abusive and is prohibited. Midwest Fiber Networks presumes that certain usage, dialing, messaging or calling patterns indicate that Customer is not using the Service for Customer's own reasonable internal commercial use. Midwest Fiber Networks may monitor and review usage with respect to Unlimited Services to ensure compliance with typical commercial use policies. Customer agrees that Midwest Fiber Networks in its sole discretion shall determine if use of any Unlimited Services is abusive, and in such case, Customer agrees to pay a per minute or other applicable overage fee for use in excess of typical levels at the applicable current rate established by Midwest Fiber Networks. In addition, Midwest Fiber Networks reserves the right to move Customer to an alternate service offering or service plan or to suspend, terminate or restrict Services immediately in the event Midwest Fiber Networks reasonably believes that Customer is engaging in prohibited or abusive activity hereunder. If Customer believes that Midwest Fiber Networks is in error as to its determination of prohibited or abusive use by Customer, Customer may contact Customer Service, and depending on the circumstances, Midwest Fiber Networks may reactivate Service; provided, however, if the usage, dialing, messaging or calling patterns that Midwest Fiber

Networks deems to indicate prohibited or abusive use continue, Midwest Fiber Networks reserves the right to again modify, suspend, terminate or restrict the Services immediately with no ability of Customer to reactive the Service.

F. FIELD SERVICES

Customer will be charged for Field Services, as described herein, in the event Customer requests and Midwest Fiber Networks agrees to provide any Customer necessary Facilities described in Section XII(C) above. In addition to applicable MRCs, if Customer requires moves, add-ons, deletions, changes, or maintenance (except maintenance to the extent directly caused by the negligence of Midwest Fiber Networks) after installation and/or activation of the Cloud IP PBX Service and/or its Features and a field service representative is dispatched, Customer will be billed at the following Rates.

- (a.) **Rates.** All scheduled Field Services will require a four-hour minimum charge at the Company's then current hourly rates with each additional time period billed in one hour increments, and subject to the following conditions. All Field Service appointments will be scheduled with a four hour arrival window with Customer's Point of Contact ("POC"). If Customer cancels or changes any Field Service appointment less than 48 hours prior to such appointment, Customer will be charged an appointment cancellation fee. Midwest Fiber Networks, in its sole discretion, reserves the right to invoice for less than a four hour minimum with respect to certain Field Services on a case by case basis; provided, however, any such modification of the minimum charge shall be made on a one-time basis and specific to the particular instance and shall in no event be deemed a waiver of the four hour minimum charge for any future Field Service whatsoever.
- i. **Standard Hourly Rate.** Customer may schedule Field Services during normal business hours of 8 a.m. to 5 p.m. Monday thru Friday ("Normal Business Hours") and must provide Midwest Fiber Networks with at least 48 hour notice in order to schedule the Field Services. All Field Services scheduled during Normal Business Hours will be charged at the Company's then current Standard Hourly Rate for such Professional Services. If a Field Service appointment extends beyond Normal Business Hours, Customer will be charged the Company's then current After Hours Rate for any time period beyond Normal Business Hours.
- ii. **After Hours Rate.** If Customer schedules Field Services outside of Normal Business Hours, Customer will be charged the then current After Hours Rate, which is currently \$250 per hour subject to change from time to time and at any time without notice.
- iii. **Expedited Hourly Rate.** If Customer requires Field Services with less than 48 hour notice, Customer may be charged the Company's then current Expedited Hourly Rate, which is currently \$250 (subject to change from time to time and at any time without notice), regardless of whether Customer is scheduling during or after Normal Business Hours.
- (h.) **Responsibilities.**
- i. Midwest Fiber Networks will endeavor to schedule a four hour arrival window with Customer's POC no later than two business days from the date of scheduled arrival at Customer's site. If Midwest Fiber Networks determines that the Field Services cannot be performed successfully, a failure report describing the reason(s) for the failure will be provided to Customer's representative at the affected site. Midwest Fiber Networks is not responsible for any failures that are not within the direct control and responsibility of Midwest Fiber Networks in accordance with applicable terms of the Agreement.
- ii. Midwest Fiber Networks will break down any boxes for the equipment installed by Midwest Fiber Networks and generally clean up wire, plastic, paper or any other trash created by

Midwest Fiber Networks as a result of any Field Services. Midwest Fiber Networks will dispose of all debris into Customer's dumpster or other Customer provided trash receptacle, if provided.

iii. Midwest Fiber Networks will not be responsible for any work stoppages that occur as a result of waiting for Customer call-backs, releases, or other activities of a similar nature. Midwest Fiber Networks will not be responsible for data backup, loss, or retrieval associated with performance of Field Services.

iv. Customer must provide access to the premise(s) or facilities necessary to complete the Field Services. Any delay due to inaccessibility to required areas or connections will count against the time required to perform Field Services. Customer must provide all necessary premise and equipment preparation, unless otherwise mutually and expressly agreed to in writing, prior to Midwest Fiber Networks' performance of its required preparation and service activities. Any delay on-site due to lack of preparation will be considered out of scope and subject to additional charges, which may be charged at the Expedited Hourly Rate set forth above.

G. SERVICE DISCLAIMER

Midwest Fiber Networks is not responsible and disclaims all liability for conditions or equipment that may affect Cloud IP PBX Service, including, without limitation, the following, and Customer shall indemnify, defend and hold harmless Midwest Fiber Networks and its Representatives from any claims, damages, costs, expenses, or losses of any nature whatsoever (including of third parties) relating to or arising out of the following conditions:

- (a.) Failure or poor performance of Customer's Domain Name Service ("DNS Server") and/or local area network ("LAN") upon which Cloud IP PBX Service relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
- (i.) Failure or poor performance of Customer's Internet access service and/or routers, switches or other Customer equipment not provided by Midwest Fiber Networks, with effects including, but not limited to, loss of circuit connectivity, high jitter, latency or packet loss.
- (j.) Customer's establishment and maintenance of, or failure to establish and maintain, secure passwords in connection with Cloud IP PBX Service.
- (k.) Communications from analog modems may have protocol interaction issues when used over Cloud IP PBX Service technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications.
- (l.) Modems may not be used on Cloud IP PBX Service except with Codec G.711 without silence suppression.
- (m.) Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction and other factors.
- (n.) Alarm lines (whether or not they use modems) are wholly unsupported on Cloud IP PBX (with respect to both service and wiring, without limitation). Specifically, Customer understands and agrees that if Customer is switching any landline telecommunications service, including but not limited to, Plain Old Telephone Service (POTS), any alarm lines, fire suppression, elevator phones, or any other safety and/or security service that must be provided over a landline, such systems are not supported by, and will not work with, Cloud IP PBX Services.

- (o.) All inside wiring and special construction.
- (p.) Delays, outages or other failures attributable to Customer or any facilities, networks, technologies, equipment, infrastructure or software furnished by a third party including those ordered and/or billed by or through Midwest Fiber Networks.
- (q.) Mistaken, incomplete or insufficient information in Customer orders or supporting documentation.

H. SERVICE RESTRICTIONS

Customer understands that use of Cloud IP PBX Service is restricted in the following manner:

- (a.) Customer shall not modify the Midwest Fiber Networks installed configuration without the previous written consent of Midwest Fiber Networks. Customer expressly acknowledges that Midwest Fiber Networks may immediately suspend Customer's use of Cloud IP PBX Service if Customer violates the foregoing restriction.
- (r.) Except as otherwise specifically agreed in writing between Midwest Fiber Networks and Customer, Customer shall not utilize Cloud IP PBX Service in any (a) outbound call center environment, (b) contact center environment, or in connection with any such similar application.
- (s.) Except as otherwise specifically agreed in writing between Midwest Fiber Networks and Customer, Customer shall not use Cloud IP PBX Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding or conferencing, regardless of any features provided with the Cloud IP PBX Service.
- (t.) Customer shall not represent to Midwest Fiber Networks multiple remote locations (i.e., locations remote to or residing behind Customer's hub location) as a single site during the design and provisioning process.
- (u.) Except as otherwise specifically agreed in writing between Midwest Fiber Networks and Customer, Customer shall not utilize robocalls, auto-dialers or any similar type of device in connection with Cloud IP PBX Service.
- (v.) Customer shall not, directly or indirectly, sublicense, resell, rent, lease, distribute, or otherwise transfer or assign rights or usage of the Cloud IP PBX Service or any component thereof, software, license, portal or equipment used to operate any such Service including Features for any purpose, including any outsourcing, application service provider, timesharing or service bureau purposes or arrangement.
- (w.) Notwithstanding anything to the contrary set forth in the Agreement or otherwise including any configuration at Customer's site location, Customer shall not use Cloud IP PBX to support any alarm lines, fire suppression systems or equipment, elevator alarms or phones, or any other safety and/or security service as such systems are wholly unsupported by and will not work with Cloud IP PBX service.
- (x.) Customer shall not allow multiple Customer employee users to be assigned or use any single DID/DOD or seat license for a Cloud IP PBX Service for purposes other than primary line replacement application (i.e., multiple calls will not be placed/received at the same time on the same DID/DOD, or a user seat license will not be shared across multiple employee users). In addition to the remedies set forth herein and available at law, in the event Customer violates this restriction as reasonably determined by Midwest Fiber Networks in its discretion, Midwest Fiber

Networks will retroactively charge Customer for all applicable fees for such multiple DID/DOD and seat license use.

- (y.) Voicemail message transcription is limited to 180 seconds of voicemail message, and any message exceeding such limitation will be truncated. Midwest Fiber Networks reserves the right to increase Charges, in its reasonable discretion, in the event that Customer's average duration of voicemail message exceeds the typical customer average duration of 20 seconds or less.
- (z.) The standard Cloud IP PBX meeting collaboration service feature accommodates a maximum of 25 attendees via Zoom (or any replacement Representative).
- (aa.) Unlimited Services may not be used for resale or any wholesale use, Messaging, conference calling (other than for conference services provided by us for typical internal commercial use), call forwarding, monitoring or transcription services, data transmissions, transmission of broadcasts, transmission of recorded material, auto, constant or iterative dialing, fax/voice blasts, other connections that do not consist of substantially uninterrupted live dialog between two individuals, or any other activity that would be inconsistent with normal and reasonable small business commercial usage.

Customer expressly acknowledges and agrees that its use of Cloud IP PBX, including any Call or Contact Center Feature or Messaging Feature, shall comply with the Agreement and all laws and/or regulations applicable to the Cloud IP PBX Services and to its business and activities, including with respect to any law enforcement, telemarketing, collections, call recording, solicitation, sales, facsimile or other electronic communication, or similar application whether inbound, outbound or blended. Customer agrees that violation of the Agreement or any applicable laws and/or regulations may result in the immediate suspension, blocking, black listing or termination of any or all Cloud IP PBX Service by Company, and Customer agrees to defend, indemnify and hold Company harmless with respect to any violation thereof. Customer further expressly acknowledges that any violation of the foregoing restrictions on its use of Cloud IP PBX and/or any of its Features or components thereof may result in the immediate suspension, blocking, black listing or termination of Cloud IP PBX Service and Customer agrees to defend, indemnify and hold Midwest Fiber Networks and its Representatives harmless with respect to any such violation.

I. ADDITIONAL TERMS APPLICABLE FOR CALL RECORDING FEATURE

The Call Recording Feature is available for Customer use, to the extent purchased as an add on feature by Customer, including as a component of the Contact Center Feature, subject to the following additional terms and conditions:

- (a.) Applicable laws regarding notice, notification, and consent requirements for recording conversations vary from state to state. In addition, recorded media may be subject to privacy and other applicable laws depending on the nature of such media and Customer's business. Customer agrees that Midwest Fiber Networks has no way of analyzing Customer's data, services or applications deployed in this environment, and Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this Feature. Recorded media is the sole responsibility of Customer. Midwest Fiber Networks expressly disclaims all liability with respect to Customer's recording and storage of telephone conversations, including, without limitation, the viability, integrity, security or state of recorded media. Customer hereby agrees to fully, finally, and forever release, discharge, hold harmless, and indemnify Midwest Fiber Networks and its Representatives from and against any damages or liabilities of any kind related to Customers' recording of any telephone conversations using the Cloud IP PBX Service.
- (bb.) Customer understands and agrees that Midwest Fiber Networks is not obligated to store Customer's call recordings and does so only as a convenience for Customer. The Call Recording

Feature includes up to five gigabytes of call recording storage space, and Customer is responsible for deleting or downloading recordings so that additional Charges are not incurred and/or data is not lost or deleted due to capacity issues (“standard storage capacity”). Customer will be liable for any additional Charges incurred for increased recording storage capacity, if available, but no capacity or storage beyond the standard storage capacity is guaranteed or warranted. Customer agrees that Midwest Fiber Networks has no responsibility or liability whatsoever for the deletion or failure to store call recordings maintained or transmitted by the Cloud IP PBX Service. Recorded media as a component of the Contact Center Feature is generally accessible by Customer for 30 days after creation to the extent within Customer’s standard storage capacity, and thereafter, is permanently deleted. Recorded media under the Call Recording Feature (other than for Contact Center application) is generally accessible by Customer for 365 days after creation to the extent within Customer’s standard storage capacity, and thereafter, is permanently deleted. Customer hereby acknowledges and agrees to Midwest Fiber Networks’ policy regarding retention of recorded media.

J. ADDITIONAL TERMS APPLICABLE FOR CALL CENTER OR CONTACT CENTER FEATURE

Either of the Call Center Feature or Contact Center Feature is available for Customer use, to the extent either is purchased as an add on feature by Customer, subject to the following additional terms and conditions:

- (a.) Midwest Fiber Networks may at any time, in its sole discretion, restrict ports (via DIDs and/or SIP Trunks) or the amount of Customer’s calls per second (“CPS”). Customer must comply with Midwest Fiber Networks’ restrictions with respect to Customer’s CPS and ports (via DIDs and/or SIP Trunks). Customer understands and agrees that the Call Center Feature and Contact Center Feature are available only to non-governmental entities, and Customer represents and warrants that it is not a governmental entity to the extent applicable hereto. Customer understands and agrees that each of the Call Center Feature and Contact Center Feature pricing includes one queue as standard, and Customer agrees that it shall incur an additional MRC per queue in excess of the one standard.
- (cc.) Customer understands and agrees that the SIP and/or DID Service provided with the Call Center Feature or Contact Center Feature is intended for use as an inbound-only service, and does not directly support outbound calling capability, including but not limited to 911 calls. Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this Feature. Midwest Fiber Networks expressly disclaims all liability with respect to Customer’s call or contact center activities, including, without limitation, any data reporting, analysis or analytics or other capability managed by Customer, and Customer hereby agrees to fully, finally, and forever release, discharge, hold harmless, and indemnify Midwest Fiber Networks and its Representatives from and against any damages or liabilities of any kind related to Customers’ call or contact center activity using the Cloud IP PBX Service.
- (dd.) Customer understands and agrees that the Call Center Feature or Contact Center Feature provides local inbound-only connectivity from the PSTN together with enhanced functionality, including, but not limited to, conversion and delivery to Customer in an IP-based format. For regulatory purposes, Midwest Fiber Networks treats all inbound services as local in nature, although there is no guarantee that such interpretation will be accepted by the relevant regulatory authority. In the event of any change in applicable law, regulation, decision, rule or order that finds that the connectivity associated with any inbound service is not eligible for regulatory treatment as a local service, Midwest Fiber Networks reserves the right to modify the terms and conditions, from time to time and at any time with or without notice to you, as legally required, to be consistent with such regulatory ruling, decision or determination. In such case, for a period

of 30 days after such modification by Midwest Fiber Networks, Customer may terminate this SIP and/or DID service without any termination liability (other than charges for the SIP and/or DID service provided through the effective date of termination).

- (ee.) Upon provisioning of the Contact Center Feature by Midwest Fiber Networks, Customer shall notify Midwest Fiber Networks in writing within five days of completion if the Contact Center Feature is not provisioned according to Midwest Fiber Networks' parameters for such Feature and such notice must include specific details and information regarding the portion of the Contact Center Feature that is not completed as required. If valid notice is delivered, Midwest Fiber Networks shall re-perform such Contact Center Feature service to conform to its parameters, which shall be Customer's sole remedy. Midwest Fiber Networks may charge Customer for re-performing any such Contact Center Feature services to the extent any non-conformance, incompatibility or other inoperability is attributable to Customer or information provided by Customer, Customer's site, equipment, facilities, or other occurrence beyond the reasonable control of Midwest Fiber Networks.

K. ADDITIONAL TERMS APPLICABLE FOR MESSAGING

The Messaging Feature is available for Customer use, to the extent purchased as an add on feature by Customer, subject to the following additional terms and conditions:

- (a.) SMS is offered as is, as available, with certain limitations on the maximum number of messages Customer may transmit measured on a per second basis, within the following limited geographic areas, which areas may change from time to time in the sole discretion of Midwest Fiber Networks: The United States and Canada.
- (ff.) Messaging rates are based on the plan to which Customer subscribes, with rates subject to change upon notice by Midwest Fiber Networks to Customer. Unlimited Service is not available or applicable to Messaging. Messaging rates messages for billing purposes on a per message segment sent and/or received basis. Billable components of each message are based on the authorized IP sending a message for outbound messages and the Customer number receiving a message for inbound messages. Long message content will be split into multiple billable segments based on received data coding. Use of Messaging in excess of Customer's applicable plan or other parameters or limitations of such Feature is prohibited, and in such case, Customer agrees to pay any applicable overage charge or other fee at the applicable current rate established by Midwest Fiber Networks. If any fee is imposed by any destination network, such as an international termination fee, or by any third party payphone provider, such as a payphone origination charge, Midwest Fiber Networks reserves the right to pass through such charge or fee to Customer.
- (gg.) Customer understands and agrees that its use of any Messaging will comply with the CTIA Messaging Principles and Best Practices Guide, as amended, supplemented, and/or superseded from time to time by the CTIA, or other similar documents or applicable guidelines promulgated by CTIA or any successor thereto.

L. MIDWEST FIBER NETWORKS 911/E911 SERVICES

- (a.) **Basic 911 Service.** If Customer has Basic 911 Service and dials 9-1-1, the call is sent to the local emergency center serving that location. Operators answering the call will not have automatic access to the caller's call-back telephone number or the associated registered address, **even if that address has been properly registered**, because with Basic 911 Service, the emergency center is not equipped to receive, capture or retain the telephone number with the registered address. Accordingly, callers must be prepared to provide both call-back and address

information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address if call-back and address information has not been provided by the caller.

- (hh.) **Enhanced 911 Service (“E911”).** If Customer has E911 Service and dials 9-1-1, the call is sent to the appropriate public safety answering point (“PSAP”) by dialing 9-1-1 with Automatic Number Identification (“ANI”) and Automatic Location Identification displayed at the PSAP. The ANI may be the calling party number or the billing telephone number depending on Customer's configuration. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information. **Pursuant to FCC requirements, Midwest Fiber Networks enables the routing of E911 calls only in locations where such E911 calling is available and only in the limited circumstances described below.** Customer's ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to Basic 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer's access circuit or local gateway fails.
- (ii.) **Customer Notice Requirements.** Customer represents and warrants that it will notify all of its Cloud IP PBX Service users (a) of the interaction and/or limitations of E-911 with Cloud IP PBX Service as set forth herein, (b) what procedures such users must follow for registering a new location prior to moving an IP phone or soft-phone; and (c) the effects of re-registration of user addresses on existing user office phones and E-911. Customer shall be solely responsible for any third-party claims and liability arising from Customer's failure to so notify its users.

PLEASE READ THE INFORMATION BELOW ABOUT 911/E911 DIALING CAREFULLY. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF MIDWEST FIBER NETWORKS 911/E911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E-911 CALLS. CUSTOMER ALSO HEREBY AGREES TO (i) PROVIDE MIDWEST FIBER NETWORKS WITH AN ACCURATE SERVICE ADDRESS, MEANING THE ACTUAL PHYSICAL LOCATION WHERE CUSTOMER WILL BE LOCATED AND (ii) IMMEDIATELY UPDATE THE SERVICE ADDRESS IF CUSTOMER MOVES SERVICE TO ANOTHER LOCATION. MIDWEST FIBER NETWORKS RESERVES THE RIGHT TO TERMINATE CUSTOMER'S SERVICE IN THE EVENT CUSTOMER DOES NOT PROVIDE AND MAINTAIN AN ACCURATE SERVICE ADDRESS.

CUSTOMER ACKNOWLEDGES THAT MIDWEST FIBER NETWORKS HAS TOLD CUSTOMER THAT THE SERVICE DOES NOT SUPPORT TRADITIONAL WIRELINE 911. CUSTOMER AGREES TO ADVISE ALL INDIVIDUALS OF THIS LIMITATION WHO MAY HAVE OCCASION TO PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH CUSTOMER HAS INSTALLED IT. CUSTOMER ACKNOWLEDGES THAT MIDWEST FIBER NETWORKS DOES NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT MIDWEST FIBER NETWORKS STRONGLY RECOMMENDS THAT CUSTOMER ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES VIA A TRADITIONAL PHONE LINE OR A WIRELESS PHONE.

MIDWEST FIBER NETWORKS 911 SERVICE IS STATIC 911 AND THEREFORE IT IS LIMITED TO THE SPECIFIC TELEPHONE NUMBER AND OFFICE LOCATION. WHEN CUSTOMER DIALS 911 ON CUSTOMER'S PHONE UTILIZING MIDWEST FIBER NETWORKS' SERVICE, CUSTOMER'S CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL WIRELINE 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER A PUBLIC SAFETY ANSWERING POINT (PSAP) OR LOCAL, REGIONAL OR NATIONAL EMERGENCY SERVICE PERSONNEL DESIGNATED FOR WIRELESS SERVICES FOR THE ADDRESS CUSTOMER LISTED AT THE TIME CUSTOMER REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY

ANSWERING SERVICES. IN ADDITION, CUSTOMER'S MIDWEST FIBER NETWORKS 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL WIRELINE 911 SERVICE AS FOLLOWS:

- (jj.) THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING MIDWEST FIBER NETWORKS 911/E911 CALLS MAY NOT ANSWER THE CALLS OUTSIDE OF NORMAL BUSINESS HOURS AND MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OF LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911/E911 CALL. THEREFORE, IF CUSTOMER DIALS 9-1-1 USING MIDWEST FIBER NETWORKS' SERVICE, CUSTOMER MUST IMMEDIATELY TELL THE DISPATCHER CUSTOMER'S LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). CUSTOMER MUST ALSO TAKE CARE NOT TO DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL CUSTOMER BACK. IF CUSTOMER IS UNABLE TO SPEAK AND DESCRIBE CUSTOMER'S LOCATION, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE THE CUSTOMER.
- (kk.) MIDWEST FIBER NETWORKS 911/E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S TELEPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S MIDWEST FIBER NETWORKS SERVICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF CUSTOMER'S SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE CUSTOMER'S MIDWEST FIBER NETWORKS SERVICE, INCLUDING FOR 911/E911 PURPOSES. MIDWEST FIBER NETWORKS CANNOT GUARANTEE THAT ALL PSAPS WILL MAINTAIN LINES TO ANSWER ALTERNATIVE 911/E911 SERVICES. IN THE EVENT THAT ANY PSAP SHALL PROVIDE REASONABLE NOTICE TO MIDWEST FIBER NETWORKS OF ITS DECISION AS OF A DATE CERTAIN TO DISCONTINUE LINES TO ANSWER 911/E911 CALLS, MIDWEST FIBER NETWORKS SHALL MAKE REASONABLE EFFORTS TO NOTIFY SERVICE USERS WITH REGISTERED SERVICE ADDRESSES WITHIN THE AREA SERVICED BY THE PSAP.

FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH MIDWEST FIBER NETWORKS 911/E911 SERVICE THERE IS A GREATER POSSIBILITY THAT CUSTOMER'S 9-1-1 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL WIRELINE 911 CALLS.

IF CUSTOMER HAS CALL FORWARDING, LOCATE ME, DO NOT DISTURB, OR OTHER FEATURES PROGRAMMED AND IN USE AT THE TIME CUSTOMER DIALS A 911/E911 CALL, AND CUSTOMER'S 911/E911 CALL IS INTERRUPTED, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO CALL CUSTOMER BACK AT THE PHONE FROM WHICH CUSTOMER DIALED THE CALL.

IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE CUSTOMER'S EQUIPMENT WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR THE SERVICE, 911/E911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

MIDWEST FIBER NETWORKS 911/E911 WILL NOT FUNCTION CORRECTLY IF CUSTOMER MOVES CUSTOMER'S EQUIPMENT TO A LOCATION OTHER THAN THAT PROVIDED WHEN CUSTOMER REGISTERED FOR THE SERVICE. IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED

CORRECTLY, CUSTOMER MUST UPDATE CUSTOMER'S SERVICE ADDRESS BY CONTACTING THE BUSINESS CUSTOMER SERVICE DEPARTMENT TOLL-FREE AT (877) 274-6277. UNTIL CUSTOMER HAS UPDATED CUSTOMER'S SERVICE ADDRESS AND ALLOTTED THE SUFFICIENT, ADVISED TIME FOR THE SERVICE ADDRESS UPDATE PROVISIONING TO COMPLETE, MIDWEST FIBER NETWORKS RECOMMENDS THAT CUSTOMER USES ALTERNATIVE MEANS OF ACCESSING 911/E911. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE MAY BE A DELAY BETWEEN THE TIME IT SUBMITS A NEW REGISTERED SERVICE ADDRESS AND THE TIME IT CAN BE USED TO ROUTE CALLS TO THE CORRECT PSAP OF DELIVERED TO AN EMERGENCY CALL CENTER OPERATION WITH A CALL, AND IN SUCH CASE, CUSTOMER MUST VERBALLY PROVIDE ITS CURRENT PHYSICAL LOCATION TO THE EMERGENCY OPERATOR BECAUSE THE OPERATOR WILL NOT BE ABLE TO LOCATED THE CUSTOMER VIA ELECTRONIC ACCESS.

IN THE EVENT THAT CUSTOMER INTENDS TO USE MIDWEST FIBER NETWORKS 911/E911 SERVICE IN MULTIPLE LOCATIONS, AT LEAST ONE TELEPHONE NUMBER WILL BE REQUIRED FOR EACH LOCATION. CUSTOMER ACKNOWLEDGES AND AGREES TO THIS LIMITATION AND AGREES THAT CUSTOMER WILL OBTAIN AT LEAST ONE TELEPHONE NUMBER FOR EACH LOCATION ASSOCIATED WITH MIDWEST FIBER NETWORKS 911/E911 SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ALL OBLIGATIONS IMPOSED BY APPLICABLE LAW ON OPERATIONS OF PRIVATE BRANCH OR MULTILINE SYSTEMS ARE CUSTOMER OBLIGATIONS AND NOT THOSE OF MIDWEST FIBER NETWORKS.

CUSTOMER ACKNOWLEDGES THAT EMERGENCY CALLING (911/E911) MAY NOT BE AVAILABLE AT ANY TIME OR FROM TIME TO TIME WITH ANY OR ALL SERVICES. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, IF: A USER'S CPE IS RELOCATED; 911/E911 IS DIALED FROM A LOCATION OTHER THAN THE REGISTERED ADDRESS; AN UNDERLYING BROADBAND OR WAN CONNECTION, OR DATA SERVICE OR APPLICATION RIDING ON THE CONNECTION, IS TERMINATED, DISRUPTED OR IMPAIRED; ELECTRICAL OR BATTERY POWER IS LOST; A REGISTERED ADDRESS IS NOT UPDATED TIMELY; A NON-NATIVE TELEPHONE NUMBER IS USED; OR THE DEVICE IS LOCATED OUTSIDE THE CONTIGUOUS UNITED STATES OR ALASKA OR HAWAII. CUSTOMER FURTHER UNDERSTANDS THE LIMITATIONS WITH EMERGENCY CALLS PLACED FROM MOBILE APPLICATIONS ON CELLULAR OR WI-FI ENABLED DEVICES IN CONNECTION WITH ANY SERVICES.

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT MIDWEST FIBER NETWORKS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911/E911 USING CUSTOMER'S SERVICE OR TO ACCESS EMERGENCY SERVICE PERSONNEL OR BE LOCATED BY SUCH PERSONNEL DUE TO THE MIDWEST FIBER NETWORKS 911/E911 CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MIDWEST FIBER NETWORKS, ITS AFFILIATES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911/E911 DIALING.

MIDWEST FIBER NETWORKS UNDERSTANDS THAT CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO THE LIMITATIONS ASSOCIATED WITH THE BASIC 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH THE MIDWEST FIBER NETWORKS 911/E911 SERVICE.

CUSTOMER SHOULD CAREFULLY REVIEW THE SUPPLEMENTAL TERMS AND CONDITIONS OF VOIP SERVICES SET FORTH ON MIDWEST FIBER NETWORKS' WEBSITE FOR

ADDITIONAL PROVISIONS APPLICABLE TO MIDWEST FIBER NETWORKS' PROVISION OF SERVICE HEREUNDER, INCLUDING, WITHOUT LIMITATION, CONSENT TO DO BUSINESS ELECTRONICALLY, POTENTIAL CHARGES OR FEES, CONDITIONS OF USE, BILLING AND PAYMENT PROCEDURES, 911/E911 SERVICES, INCLUDING SIP OVER MPLS 911 SERVICES, INDEMNIFICATION, WARRANTY DISCLAIMERS AND LIMITATIONS OF MIDWEST FIBER NETWORKS' LIABILITY.

XIII. CLOUD IP PBX SLA

This Service Level Agreement (“SLA”) is subject to the terms and conditions of the applicable Agreement between Midwest Fiber Networks and Customer regarding Cloud IP PBX Service (for purposes of this Section XIII only, “Service”). This SLA is effective on the 15th day after the applicable Service is made available to Customer. This SLA is not applicable to any Service supported by Business Internet which is provided on an as is basis or Internet services provided to Customer by a third party other than Midwest Fiber Networks.

A. Covered Service. This SLA applies solely to the Service and the underlying network components of the Midwest Fiber Networks IP Network (“IP Network”) used solely for the purpose of providing the Service, and does not modify or affect any other SLAs provided by Midwest Fiber Networks (if any) for telecommunications or information services purchased by Customer. The IP Network includes the Platform, routers, switches, fiber and any other facilities that are owned by Midwest Fiber Networks or other providers specifically selected by and contracted directly with Midwest Fiber Networks. Midwest Fiber Networks does not and cannot control third-party connectivity and has no responsibility related to contracting, service and/or arrangements of Customer with Customer’s Internet service provider or performance thereunder. Further, Midwest Fiber Networks has no ability or obligation to independently test or maintain facilities for interconnection, off-net circuits or bandwidth, Customer’s firewall, inside wiring, LAN configuration with unresolved incompatibilities between Customer work stations, additional routers, servers, switches or firewalls or other incomplete or inadequate items provided by third parties relating to any failure or underperformance of Services, and thus, has no responsibility or liability for the service levels of these items or Service Goals (defined below) affected thereby.

B. Support Service and Goals. The following service level goals for availability during a billing month (“Goals”) apply to the Service. For purposes of this SLA only, “Unavailability” is defined as the duration of time in which a Customer location’s Cloud IP PBX Service is unavailable and prevents delivery of Customer’s Service at such location in accordance with the Agreement, as measured from the time when Midwest Fiber Networks receives Customer’s notification of the incident to the time the Service is no longer unavailable, as confirmed by Midwest Fiber Networks.

Upon receipt of notification of a support issue from Customer, Midwest Fiber Networks will use commercially reasonable efforts to promptly resolve the availability support issue. If the issue requires involvement of a Midwest Fiber Networks’ third-party vendor, then the targeted resolution Goals will be dependent on such third-party involvement. The following Goals apply to three levels of availability support issues subject to this SLA:

Applicable Availability Issue	Goal*	Service Credit**
Severity Level 1 – Issues that prevent or seriously impair the critical functions of the Platform, preventing the ability of Customer to process calls	4 Hour Resolution	1 day credit = 1/30 of the monthly fee for the applicable Affected Service for each calendar day in the month in which the resolution time for

		such support issue exceeds the Goal
Severity Level 2 – Issues that prevent or seriously impair functions of the Platform, such as accessing reporting information or using certain material features of the Platform	1 Business Day Resolution	1 day credit = 1/30 of the monthly fee for the applicable Affected Service for each calendar day in the month in which the resolution time for such support issue exceeds the Goal
Severity Level 3 – Issues of Customer regarding the Platform that do not fall under Severity Levels 1 or 2, and thus, are deemed minor or ancillary functionalities	5 Business Days Resolution	1 day credit = 1/30 of the monthly fee for the applicable Affected Service for each calendar day in the month in which the resolution time for such support issue exceeds the Goal

****In all instances, see Section XIII(D) for remedies, requirements and exceptions.**

***NOTE:** Goal resolution time is calculated less access time. Access time is (a) the time it takes for Customer to respond to Midwest Fiber Networks’ repair questions related directly to current open trouble ticket(s), or (b) the time a Midwest Fiber Networks on-site repair technician waits to gain access to the Customer or other required premises. On weekends and holidays, Goal resolution time for Severity Level 3 issues is calculated from the first regular Business Day thereafter.

C. Maintenance.

- (a.) **Network Normal Maintenance.** “Network Normal Maintenance” means scheduled maintenance, including but not limited to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible Network Downtime. Such effects related to Network Normal Maintenance will not entitle Customer to service credits. “Local Time” means the local time in the time zone in which an Affected Service is located. Midwest Fiber Networks may change the maintenance window times upon posting to the website or other notice to Customer.
- (b.) **Network Urgent Maintenance.** “Urgent Maintenance” means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Service, including possible Network Downtime. Such effects related to Urgent Maintenance will entitle Customer to service credits only as set forth in this SLA. Midwest Fiber Networks may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

D. General.

- (c.) **Remedies, Requirements.** To be eligible for service credits under this SLA, Customer must be in good standing with Midwest Fiber Networks and current in its obligations. To receive service credits, Customer must contact Customer Care and submit the relevant trouble ticket information within five business days following the end of the month in which the relevant Goal was not met. Midwest Fiber Networks will determine the credits provided to Customer in accordance with the requirements of this SLA. A credit will be applied only to the month in which the event giving

rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other Services. "Affected Service" means the applicable Service hereunder that fails to meet the applicable Goal. In no event will the total credit, in the aggregate for all credits issued in one month, exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Midwest Fiber Networks in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month. CUSTOMER'S RIGHT TO RECEIVE SUCH CREDITS SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MIDWEST FIBER NETWORKS' SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A PERFORMANCE FAILURE, INTERRUPTION OR DEFICIENCY, EVEN IF SUCH REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

- (d.) **Service Credit Exceptions.** Service credits will not be issued where the SLA is not met as a result of:
- (i) The acts or omissions of Customer, its affiliates or their respective employees, contractors, service providers, agents or end users;
 - (ii) Inadequate, underperforming or incompatible equipment, applications, facilities, systems and/ or support of other Customer service providers;
 - (iii) The failure or malfunction of equipment, applications, facilities or systems not owned or controlled by Midwest Fiber Networks;
 - (iv) A Force Majeure Event;
 - (v) Network Normal Maintenance, alternation or implementation;
 - (vi) Implementation, service maintenance, alteration and/or improper configuration of the Service, Platform or equipment by Customer, its affiliates or their respective employees, contractors, service providers, agents or end users.
 - (vii) The unavailability of required Customer personnel, including as a result of failure to provide Midwest Fiber Networks with accurate, current contact information; or
 - (viii) Midwest Fiber Networks lack of access to the Customer or other premises where reasonably required to restore the Service.
- (e.) Midwest Fiber Networks reserves the right to review and deny any credits under this SLA or otherwise claimed by Customer if, in Midwest Fiber Networks reasonable judgment, the claim does not meet the criteria established above for such claim