



SKYFREQUENCY BUSINESS SERVICES

BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS

The Customer named on the Service Activation Form and SKYFREQUENCY agree that the terms and conditions on the Service Activation Form and these terms and conditions constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on a Service Activation Form(s). Services may include SKYFREQUENCY commercial digital Voice Services, toll free, remote call forwarding and trunk services ("Voice"), commercial high-speed Internet services, including WiFi hot spot services ("Internet") and Hosted PBX services, each a "Service" and collectively "Services".

The terms and conditions in the "GENERAL TERMS AND CONDITIONS" section below are applicable to all Services. Additional terms and conditions apply to Internet and the Voice Service and should be reviewed in either the "ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE" section, "ADDITIONAL TERMS APPLICABLE TO VOICE SERVICE" section, as applicable.

GENERAL TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with SKYFREQUENCY.

Agreement: These terms and conditions and the Service Activation Form executed by Customer.

SKYFREQUENCY: The Corporation that owns and/or operates the system in your area and is the Voice and Internet Service provider.

SKYFREQUENCY Equipment: Any and all facilities, equipment or devices provided by SKYFREQUENCY or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring, whether or not installed by SKYFREQUENCY, shall not be considered SKYFREQUENCY Equipment.

Confidential Information: All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Licensed Software: Computer software or code provided by SKYFREQUENCY or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Party: A reference to SKYFREQUENCY or the Customer; and in the plural, a reference to both companies.



Service(s): The Internet, Toll Free Trunk and Voice services provided by SKYFREQUENCY to Customer described in one or more Service Activation Form(s). All Services are for commercial use only, except as otherwise expressly permitted herein.

Service Commencement Date: The date(s) on which SKYFREQUENCY first makes Service available for use by Customer. A single Service Activation Form containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Activation Form: The agreement under which all Service requests are submitted to SKYFREQUENCY.

Service Location(s): The Customer location(s) where SKYFREQUENCY provides the Services.

Term of Commitment: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified on the Service Activation Form.

Termination Charges: Charges that may be imposed by SKYFREQUENCY if, prior to the end of the applicable Term of Commitment (a) SKYFREQUENCY terminates Services for cause or (b) Customer terminates any Service without cause. Termination Charges with respect to each Service initiated during the initial Term of Commitment shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, seventy-five percent (75%) of the remaining monthly fees that would have been payable by Customer under the applicable Service Activation Form if the terminated Service(s) had been provided until the end of the initial Term of Commitment, and one hundred percent (100%) of any amount paid by SKYFREQUENCY in connection with Custom Installation, as that term is defined in Section 2.7, for the Services provided by SKYFREQUENCY under such Service Activation Form.

ARTICLE 1A. CHANGES TO THE AGREEMENT TERMS

SKYFREQUENCY may change or modify the Agreement, and any related policies from time to time (“Revisions”) by posting such Revisions to the SKYFREQUENCY Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide SKYFREQUENCY with written notice that the Revisions adversely affect Customer’s use of the Service(s). If after notice SKYFREQUENCY is able to verify such adverse effect but is unable to reasonably mitigate the Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to SKYFREQUENCY beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICES

2.1 Orders. Customer shall submit to SKYFREQUENCY a properly completed Service Activation Form to initiate Services to a Service Location(s). The Service Activation Form shall become binding on the parties when (i) it is specifically accepted by SKYFREQUENCY either electronically or in writing, (ii) SKYFREQUENCY begins providing the Services described in the Service Activation Form or (iii) SKYFREQUENCY begins Custom Installation (as defined in Section 2.7) for delivery of the Services described in the Service Activation Form, whichever is earlier.

2.2 Speed. SKYFREQUENCY makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

2.3 Access. Customer, at no cost to SKYFREQUENCY, shall secure and maintain all necessary rights of access to Service Location(s) for SKYFREQUENCY to install and provide the Services, unless SKYFREQUENCY has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the SKYFREQUENCY



Equipment used to provide the Services within the Service Location(s). SKYFREQUENCY and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from SKYFREQUENCY, Customer shall provide all required access to SKYFREQUENCY and its authorized personnel.

2.4 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of Voice, the day Voice Service is activated, SKYFREQUENCY shall notify Customer that the Services are available for use, and the date of such notice shall be called the “Service Commencement Date.” Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2.5 SKYFREQUENCY Equipment. SKYFREQUENCY Equipment is and shall remain the property of SKYFREQUENCY regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time SKYFREQUENCY may remove or change SKYFREQUENCY Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any SKYFREQUENCY Equipment or permit others to do so, and shall not use the SKYFREQUENCY Equipment for any purpose other than that authorized by the Agreement. SKYFREQUENCY shall maintain SKYFREQUENCY Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at SKYFREQUENCY’s expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the SKYFREQUENCY Equipment. Customer is responsible for damage to, or loss of, SKYFREQUENCY Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of SKYFREQUENCY. Customer agrees not to take any action that would directly or indirectly impair SKYFREQUENCY’s title to the SKYFREQUENCY Equipment, or expose SKYFREQUENCY to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following SKYFREQUENCY’s discontinuance of the Services to the Service Location(s), SKYFREQUENCY retains the right to remove the SKYFREQUENCY Equipment including, but not limited to, that portion of the SKYFREQUENCY Equipment located within the Service Location(s). To the extent SKYFREQUENCY removes such SKYFREQUENCY Equipment; it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Customer-Provided Equipment. SKYFREQUENCY shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer’s side of the cable modem, route and/or coaxial input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by SKYFREQUENCY’s employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

2.7 Administrative Web Site. SKYFREQUENCY may, at its sole option, make administrative web sites available to Customer in connection with Customer’s use of the Services (each an “Administrative Web Site”). SKYFREQUENCY may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify SKYFREQUENCY if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and SKYFREQUENCY shall be entitled to rely on all Customer uses of and submissions to the Administrative Web Site as authorized by



Customer. SKYFREQUENCY shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site or any information on the Administrative Web Site. SKYFREQUENCY may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

ARTICLE 3. CHARGES, BILLING AND PAYMENT

3.1 Charges. Customer shall pay SKYFREQUENCY one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable Service Activation Form(s) or invoiced by SKYFREQUENCY. These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of SKYFREQUENCY Equipment, per-call charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, (as explained below in the Voice Additional Terms) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or on the applicable Service Activation Form(s), monthly recurring charges for Internet Services shall not increase during the initial Term of Commitment.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from the amounts charged by SKYFREQUENCY. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or on the Service Activation Form(s), SKYFREQUENCY will invoice and debit Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. SKYFREQUENCY shall debit Customer's banking account on file through the executed Recurring Transaction Payment Authorization Form for all amounts due. Customer will receive email notification prior to the debit transaction, indicating the total amount of the debit. Any amounts not paid to SKYFREQUENCY within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a pro rated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, SKYFREQUENCY may agree to provide billing services on behalf of third parties, as the agent of the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by SKYFREQUENCY. No acceptance of partial payment(s) by SKYFREQUENCY shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Payment by Electronic Transfer Funds (ETF) or Credit Card. SKYFREQUENCY accepts ETF or in certain situations may elect to receive credit card payments for charges generated under the Agreement. By providing SKYFREQUENCY with an executed ETF authorization form (Recurring Transaction Payment Authorization Form) or credit card number, Customer authorizes SKYFREQUENCY to charge their designated business banking account or credit card for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that SKYFREQUENCY stop the ETF or charging the credit card. Customer agrees to provide SKYFREQUENCY with updated business bank account or credit card or alternate payment information on a timely basis prior to any scheduled ETF or credit card charge. If SKYFREQUENCY is unable to execute an ETF on the Customer's business banking account or is unable to charge the Customer's credit card for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon



demand by SKYFREQUENCY. SKYFREQUENCY may limit the option to pay by credit card to specific Services or may discontinue acceptance of credit card payments in whole or in part upon thirty (30) days prior notice to Customer.

3.6 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide SKYFREQUENCY with credit information requested by SKYFREQUENCY. Customer authorizes SKYFREQUENCY to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to SKYFREQUENCY will be true and correct. SKYFREQUENCY, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, SKYFREQUENCY may require Customer to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to SKYFREQUENCY's provision of the Services, or as a condition to SKYFREQUENCY's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by SKYFREQUENCY as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if SKYFREQUENCY determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by SKYFREQUENCY.

3.7 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.8 Other Government-Related Costs and Fees. SKYFREQUENCY reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether SKYFREQUENCY or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on SKYFREQUENCY or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that SKYFREQUENCY or its affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, Voice customers are charged a monthly regulatory recovery fee to help defray SKYFREQUENCY's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice,

3.9 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to SKYFREQUENCY for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to SKYFREQUENCY, all disputed amounts shall become immediately due and payable to SKYFREQUENCY. Under no circumstances may Customer submit a billing dispute to SKYFREQUENCY later than sixty (60) days following Customer's receipt of the applicable invoice.

3.10 Past-Due Amounts. Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Customer's account is delinquent, SKYFREQUENCY may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any SKYFREQUENCY Equipment that Customer fails to return in accordance with the Agreement. If SKYFREQUENCY is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned SKYFREQUENCY Equipment, Customer agrees to pay all reasonable costs of



collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to SKYFREQUENCY under the Agreement or at law or in equity.

3.11 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.12 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. SKYFREQUENCY may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. SKYFREQUENCY reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Customer.

ARTICLE 4. TERM

4.1 Term of Commitment. This Agreement shall terminate upon the expiration or other termination of the final existing Service Activation Form entered into under this Agreement. The term of a Service Activation Form shall commence on the Service Commencement Date and shall terminate at the end of the stated Term of Commitment of such Service. Unless otherwise stated in these terms and conditions, if a Service Activation Form does not specify a term of service, the Term of Commitment shall be one (1) year from the Service Commencement Date.

4.2 Service Activation Form Renewal. Upon the expiration of the initial Term of Commitment, this Agreement and each applicable Service Activation Form shall automatically renew for successive periods of one (1) year each (a "Renewal Term"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the then current Term of Commitment, or in the case of Louisiana Customers, notice of non-renewal is delivered to SKYFREQUENCY within thirty (30) days following the expiration of the then current Term of Commitment. Each Renewal Term shall also constitute a "Term of Commitment" for purposes of this Agreement. Such termination shall be effective thirty (30) days after SKYFREQUENCY's receipt of the termination notice.

4.3 Changes in Monthly Recurring Service Charges. Except as otherwise identified in the Agreement, at any time during the initial Term of Commitment and from time to time thereafter, SKYFREQUENCY may increase the monthly recurring charges for Voice and Internet services subject to thirty (30) days prior notice to Customer. Effective at any time after the end of the initial Term of Commitment and from time to time thereafter, SKYFREQUENCY may modify the monthly recurring charges for Internet Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing. Nothing within this Section 4.2 is intended to limit SKYFREQUENCY's ability to increase charges associated with the Services as set forth in Section 3.1.

ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SERVICE ACTIVATION FORM

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Activation Form or this Agreement, in whole or part, at any time during the Term of Commitment upon sixty (60) days prior notice to SKYFREQUENCY, and subject to payment to SKYFREQUENCY of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all SKYFREQUENCY Equipment.



5.2 Termination for Cause.

(a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, SKYFREQUENCY may, at its option, terminate this Agreement, terminate the affected Service Activation Forms, suspend Service under the affected Service Activation Forms, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Activation Forms as a condition of continuing to provide the Services. However, SKYFREQUENCY will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(b) If either party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Activation Form materially affected by the breach.

(c) A Service Activation Form may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Termination by either party of a Service Activation Form does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Expiration or Termination of the Agreement or a Service Activation Form. Upon the expiration or termination of a Service Activation Form for any reason: (i) SKYFREQUENCY may disconnect the applicable Service; (ii) SKYFREQUENCY may delete all applicable data, files, electronic messages, voicemail or other information stored on SKYFREQUENCY's servers or systems; (iii) if Customer has terminated the Service Activation Form prior to the expiration of the Term of Commitment for convenience, or if SKYFREQUENCY has terminated the Service Activation Form prior to the expiration of the Term of Commitment as a result of material breach by Customer, SKYFREQUENCY may assess and collect from Customer applicable Termination Charges; (iv) Customer shall, permit SKYFREQUENCY access to retrieve from the applicable Service Locations any and all SKYFREQUENCY Equipment (however, if Customer fails to permit access, or if the retrieved SKYFREQUENCY Equipment has been damaged and/or destroyed other than by SKYFREQUENCY or its agents, normal wear and tear excepted, SKYFREQUENCY may invoice Customer for the full replacement cost of the relevant SKYFREQUENCY Equipment, or in the event of minor damage to the retrieved SKYFREQUENCY Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to SKYFREQUENCY.

5.4 Regulatory and Legal Changes. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. SKYFREQUENCY may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects SKYFREQUENCY's ability to provide the Services herein.



ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY SKYFREQUENCY OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF SKYFREQUENCY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE SKYFREQUENCY EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, SKYFREQUENCY EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SKYFREQUENCY DOES NOT WARRANT THAT THE SERVICES, SKYFREQUENCY EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, SKYFREQUENCY EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, SKYFREQUENCY EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3 SKYFREQUENCY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, SKYFREQUENCY EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4 IN NO EVENT SHALL SKYFREQUENCY, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 DISRUPTION OF SERVICE. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. SKYFREQUENCY shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or



other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

6.6 Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement.

Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of SKYFREQUENCY and its affiliates and agents is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Subject to Article 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, SKYFREQUENCY Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to this Agreement, the obligations hereunder, and the use of Services, SKYFREQUENCY Equipment, and Licensed Software.

7.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Article 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7A. BINDING ARBITRATION

7A.1 Purpose. If Customer has a Dispute (as defined below) with SKYFREQUENCY that cannot be resolved through an informal dispute resolution process between the parties, Customer or SKYFREQUENCY may elect to arbitrate that Dispute in accordance with the terms of this arbitration provision ("Arbitration Provision") rather than litigate the Dispute in court. Arbitration means the parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

7A.2 Definitions. The term "Dispute" means any dispute, claim, or controversy between you and SKYFREQUENCY regarding any aspect of Customer's relationship with SKYFREQUENCY, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that



will be enforced. As used in this Arbitration Provision, "SKYFREQUENCY" means SKYFREQUENCY and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

7A.3 Right to Opt Out. IF CUSTOMER DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, CUSTOMER MUST NOTIFY SKYFREQUENCY IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE CUSTOMER EXECUTED THE AGREEMENT BY VISITING, WHEN AVAILABLE, BY MAIL TO SKYFREQUENCY 129 EXECUTIVE DRIVE, SUITE A, MADISON, MS 39110 ATTENTION: ARBITRATION. YOUR WRITTEN NOTIFICATION TO SKYFREQUENCY MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND SKYFREQUENCY ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH SKYFREQUENCY THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH SKYFREQUENCY OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY SKYFREQUENCY. IF CUSTOMER HAS PREVIOUSLY NOTIFIED SKYFREQUENCY OF ITS DECISION TO OPT OUT OF ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

7A.4 Initiation of Arbitration Proceeding/Selection of Arbitrator. If Customer or SKYFREQUENCY elect to resolve a Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA."

7A.5. Arbitration Procedures.

(a) Because the Service(s) provided to Customer by SKYFREQUENCY concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where Customer receives the Service from SKYFREQUENCY may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.

(b) If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Customer's dispute with SKYFREQUENCY. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

(c) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

(d) The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

(e) If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the



other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

7A.6 Restrictions:

(a) CUSTOMER MUST CONTACT SKYFREQUENCY WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT SKYFREQUENCY WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 3.9 OF THE GENERAL TERMS AND CONDITIONS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(b) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

7A.7 Location of Arbitration. The arbitration will take place at a location convenient to Customer in the area where Customer receives Services from SKYFREQUENCY.

7A.8 Payment of Arbitration Fees and Costs. SKYFREQUENCY WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON CUSTOMER'S WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. CUSTOMER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT CUSTOMER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN SKYFREQUENCY'S FAVOR, CUSTOMER SHALL REIMBURSE SKYFREQUENCY FOR THE FEES AND COSTS ADVANCED TO CUSTOMER ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN CUSTOMER'S FAVOR, CUSTOMER WILL NOT BE REQUIRED TO REIMBURSE SKYFREQUENCY FOR ANY OF THE FEES AND COSTS ADVANCED BY SKYFREQUENCY. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SKYFREQUENCY WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

7A.9 Severability.

(a) If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

(b) In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Customer and SKYFREQUENCY have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

7A.10 Exclusions from Arbitration. CUSTOMER AND SKYFREQUENCY AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY CUSTOMER OR BY SKYFREQUENCY THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY



DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN SKYFREQUENCY AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

7A.11 Continuation. This Arbitration Provision shall survive the termination of Customer's Agreement with SKYFREQUENCY and the provisioning of Service(s) thereunder.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Activation Form, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the Term of Commitment. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by SKYFREQUENCY, including, without limitation, end-user license agreements for the Licensed Software. SKYFREQUENCY and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of SKYFREQUENCY; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software resident in the SKYFREQUENCY Equipment or Customer-Provided Equipment. If SKYFREQUENCY has agreed to provide updates and changes, SKYFREQUENCY may perform such updates and changes remotely or on-site, at SKYFREQUENCY's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by SKYFREQUENCY.

8.4 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.5 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by SKYFREQUENCY, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from SKYFREQUENCY or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services,



and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each party’s confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party’s Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief. **9.4 Monitoring.** SKYFREQUENCY shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that SKYFREQUENCY and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. SKYFREQUENCY reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in SKYFREQUENCY’s sole discretion, is unacceptable, undesirable or in violation of this Agreement.

ARTICLE 9A: CUSTOMER PRIVACY POLICIES

In addition to the provisions of Article 9, the privacy policy below applies to SKYFREQUENCY’s handling of Customer confidential information. In the event of a conflict between the provisions of Article 9 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict.

9A.2 Privacy Note Regarding Information Provided to Third Parties: SKYFREQUENCY is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 10. PROHIBITED USES

10.1 Resale. Except as otherwise provided in the General Terms and Conditions, Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the SKYFREQUENCY Equipment and/or the Services installed at its premises (“use”) are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person (“user”), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. SKYFREQUENCY reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if SKYFREQUENCY (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with SKYFREQUENCY’s ability to provide the Services to Customer or others, (iii) reasonably believes



that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that Customer's use of the Service interferes with or endangers the health and/or safety of SKYFREQUENCY personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on SKYFREQUENCY's web site(s) at <http://business.SKYFREQUENCY.com/acceptable-use-policy/index.aspx> (or any successor URL) or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. SKYFREQUENCY may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. SKYFREQUENCY's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.3 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, SKYFREQUENCY shall have the right to restrict, suspend, or terminate immediately any or all Service Activation Forms, without liability on the part of SKYFREQUENCY, and then to notify Customer of the action that SKYFREQUENCY has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. SERVICE CREDITS

11.1 Credit Allowances. Unless otherwise addressed in a service level agreement attached to this Agreement, SKYFREQUENCY will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to SKYFREQUENCY, a trouble ticket is opened, and the Service is released to SKYFREQUENCY for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and SKYFREQUENCY has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

Length of Service Interruption Amount of Credit

At least 4 hours and up to and including

24 hours 1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. To qualify, Customer must request the Credit from SKYFREQUENCY within 30 days of the Service Interruption.

11.2 Exceptions to Credit Allowances. Except as otherwise provided in the General Terms and Conditions, a Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through SKYFREQUENCY, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The



remedies set forth in this Article 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any SKYFREQUENCY failure to meet the objectives of the Services.

ARTICLE 12. INSURANCE

12.1 SKYFREQUENCY shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 The liability limits under these policies shall be, at a minimum, two million (\$2,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

ARTICLE 13. MISCELLANEOUS TERMS

13.1 Force Majeure. Neither party shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

13.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, SKYFREQUENCY may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, SKYFREQUENCY may partially assign its rights and obligations hereunder to any party that acquires from SKYFREQUENCY all or substantially all of its assets. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

13.3 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by SKYFREQUENCY, Customer also agrees to sign written assurances and other export-related documents as may be required for SKYFREQUENCY to comply with U.S. export regulations.

13.4 Notices. Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to SKYFREQUENCY shall be sent to 129 Executive Drive, Suite A, Madison, Mississippi 39110, and Attn: Executive Vice President. All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

13.5 Entire Understanding. The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any



purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of SKYFREQUENCY may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of SKYFREQUENCY who has not been specifically authorized to make such modifications shall be binding upon SKYFREQUENCY. No subsequent agreement among the parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both parties.

13.6 Tariffs. Notwithstanding anything to the contrary in the Agreement, SKYFREQUENCY may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Service Activation Form shall be treated as individual case based arrangements to the maximum extent permitted by law, and SKYFREQUENCY shall take such steps as are required by law to make the rates and other terms enforceable. If SKYFREQUENCY voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that SKYFREQUENCY is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

13.7 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

13.8 Survival. The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Activation Form, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Activation Form.

13.9 Choice of Law. The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

13.10 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

13.11 No Waiver. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

13.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

13.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.



13.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICES

In addition to Articles 1 through 13 above, Articles 14 and 15A are specifically applicable to Internet Service:

ARTICLE 14: WEB HOSTING. If Customer submits a Service Activation Form(s) which includes web hosting services, the following terms shall also apply:

14.1 Authorization. By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes SKYFREQUENCY, its agents and affiliates to reproduce, publish, distribute, and display such content worldwide and (iii) warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless SKYFREQUENCY, its agents and affiliates for any harm resulting from such actions.

14.2 Web Site Content. If applicable, SKYFREQUENCY will host Customer’s web site in a data center in accordance with SKYFREQUENCY’s then-current published specifications, including, without limitation, storage levels (“Customer Web Site”). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by SKYFREQUENCY and all graphics, text, or other information or content materials supplied or furnished by SKYFREQUENCY for incorporation into a Customer Web Site shall remain with SKYFREQUENCY (or the party that supplied such materials to SKYFREQUENCY). Customer agrees that SKYFREQUENCY has no proprietary, financial, or other interest in Customer's goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

14.3 Web Site Backup and Restoration. Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) SKYFREQUENCY is not responsible for backup and restoration of Customer Content.

ARTICLE 14A: PROVISION OF SERVICE/USE. Subject to the terms and conditions herein, Internet Services are intended for commercial use only. Customer is prohibited from reselling Internet Services, except that Customer may use such Services to provide internet service to its short-term lodging accommodation end users. SKYFREQUENCY shall provide Internet Service to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Internet Services on the customer-side of the demarcation point.

ARTICLE 15. DOMAIN NAME REGISTRATION. If Customer submits a Service Activation Form(s) which includes domain name registration services, the following terms shall also apply:



15.1 Registration. At the request of Customer, SKYFREQUENCY will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name (“Customer Domain Name”) with a domain name registration service of SKYFREQUENCY’s choosing, but only to the extent that Customer provides SKYFREQUENCY with all necessary information relevant to such registration. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. SKYFREQUENCY does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not SKYFREQUENCY, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless SKYFREQUENCY, its employees, affiliates, agents, and contractors, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from, the domain name registration service’s removal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the relevant registration service and from SKYFREQUENCY for setup of the modification or addition.

15.2 Sub-Domain Name. Should Customer be unable to register a unique domain name, SKYFREQUENCY may grant upon Customer request and only for the term of the Service Activation Form providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to SKYFREQUENCY’s prescribed domain name, for the sole purpose of uniquely identifying Customer’s e-mail address. SKYFREQUENCY does not represent that Customer’s selected sub-domain name will be available. Customer receives no right to SKYFREQUENCY’s domain name other than as specifically stated in this Article 15. Upon the termination of the applicable Service Activation Form, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and SKYFREQUENCY’s domain name.

ARTICLE 15A: ADDITIONAL TERMS APPLICABLE TO WI-FI HOT SPOT SERVICES

In addition to Articles 1 through 13, Articles 14A and 15A above, Article 15B is specifically applicable to Wi-Fi Hot Spot Service (“Hot Spot Services”) offered by SKYFREQUENCY:

15A.1 Limitation. Subject to service availability, Customer may order Hot Spot Services to provide Internet connectivity to certain areas of the Service Location, for the use of Customer patrons and other authorized end users, through the creation and maintenance of one or more wireless “hot spots” using the standards identified in the Wi-Fi Terms and Conditions, defined below. Hot Spot Services are not intended for use within residential dwellings. In order to order and retain Hot Spot Service with SKYFREQUENCY, Customer must have Internet Service at the applicable Service Location. SKYFREQUENCY shall have no liability for loss of Hot Spot Services which results from Customer’s failing to maintain Internet Service at the Service Location.

15B.2 Term and Termination. Hot Spot Services are offered on a month to month basis. Customer shall have the right to terminate Hot Spot Services, at any time, for any reason, upon thirty (30) days prior notice to SKYFREQUENCY, subject to payment of all outstanding amounts due for the Hot Spot Services, if any, and the return of any and all SKYFREQUENCY Equipment. Termination of Hot Spot Services is not subject to Termination Charges. Hot Spot Services will terminate simultaneously with Customer’s Internet Services.

15B.3 Supplemental Terms. SKYFREQUENCY agrees to provide Customer Hot Spot Services pursuant to the Terms and Conditions herein.

15B.4 Service Charges. Hot Spot Services are provided to Customer by SKYFREQUENCY at no additional charge. SKYFREQUENCY reserves the right to impose a service charge for Hot Spot Services upon thirty (30) days advanced written notice to Customer.

ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES

In addition to provisions 1 THROUGH 13 above, the following Articles 16 through 20 are specifically applicable to Voice Services.

ARTICLE 16: USAGE BILLING

16.1 Voice Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

16.2 Except as otherwise provided in these General Terms and Conditions, Voice Service measured calls are recorded in 6/10 of a minute, with partial minutes rounded up to the next half minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest half cent.

16.3 Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges SKYFREQUENCY or its Associated Parties, as if such a call were answered by the called party, SKYFREQUENCY will charge Customer for a completed call.

ARTICLE 17: USE POLICY

17.1 Additional Use Restrictions. Except as otherwise provided in the General Terms and Conditions, Voice Service may only be used at Service Location(s) where such service is installed by SKYFREQUENCY. Customer understands and acknowledges that if Customer attempts to install or use the SKYFREQUENCY Equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of this Agreement if Customer moves Voice Service to another location without first notifying SKYFREQUENCY. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If SKYFREQUENCY determines, in its sole discretion, that Customer's use of Voice Service is excessive or in violation of this Agreement, SKYFREQUENCY reserves the right, among other things, to terminate or modify Voice Service immediately and without notice.

17.2 Use of Hospitality Voice Services. Each Hospitality Voice Services Customer is prohibited from reselling Hospitality Voice Services, except that Customer may use such Services to provide voice service to its short-term lodging accommodation end users. SKYFREQUENCY shall provide Voice Service to a demarcation point at the Service Location. Customer shall be responsible for any and all facilities, equipment and/or devices required to use Hospitality Voice Services on the customer-side of the demarcation point. Customer is responsible for all Voice Services charges incurred by such end users.

ARTICLE 17A: SERVICE LIMITATION

17A.1 Disruption of Service. Customer acknowledges and understands that Voice Service will not be available for use under certain circumstances, including without limitation when the network or facilities are not operating or if normal electrical power to the MTA, ALA or ALG is interrupted and such equipment does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Voice Services will not function until normal power is



restored. Customer also understands that certain online features of Voice Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

17A.2 Provision of Service. Subject to the terms and conditions herein, Voice Services are intended for commercial use only.

17A.3 Nomadic Functionality of certain Voice Services and SKYFREQUENCY Equipment. SKYFREQUENCY may sell certain Voice Services and SKYFREQUENCY Equipment with nomadic functionality. In such an event, Customer agrees to comply with all user guides, requirements and instructions provided by SKYFREQUENCY, including without limitation, updating the Service Location associated with the nomadic Voice Service or SKYFREQUENCY Equipment.

ARTICLE 18: LIMITATIONS OF 911/E911

18.1 Limitations. Voice Services includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. **CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911.**

18.2 Correct Address. In order for Customer's 911/E911 calls to be properly directed to emergency services, SKYFREQUENCY must have Customer's correct Service Location address. If Customer moves Voice Service to a different Service Location without SKYFREQUENCY's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact SKYFREQUENCY before moving Voice Service to a new Service Location. Subject to Article 20C.6, Customer acknowledges that 911 calls from nomadic SKYFREQUENCY Equipment assigned to the same telephone number will reach the emergency authority associated with the registered Service Location.

18.3 Service Interruptions. Customer acknowledges and understands that certain Voice Service uses the electrical power in Customer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA, ALA or ALG is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Customer exceeds its Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

18.4 Suspension and Termination by SKYFREQUENCY. Customer understands and acknowledges that Voice Service, including 911/E911, as well as all online features of Voice Service, where SKYFREQUENCY make these features available, will be disabled if Customer's account is suspended or terminated.

18.5 LIMITATION OF LIABILITY AND INDEMNIFICATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER SKYFREQUENCY NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY VOICE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SKYFREQUENCY AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.



ARTICLE 19: VOICE EQUIPMENT REQUIREMENTS

19.1 MTA. To use certain Voice Services, Customer will need a multimedia terminal adapter (“MTA”), application layer gateway (“ALG”), analog telephone adapter (“ATA”) or other adapter device. Customer can lease an MTA from SKYFREQUENCY, in which case it will be SKYFREQUENCY Equipment. Or, in some areas, SKYFREQUENCY may permit Customer to use Voice Service with an MTA that Customer has purchased, in which case the MTA will be Customer Equipment. Customer agrees to keep the MTA plugged into a working electrical power outlet at all times.

19.2 Incompatible Equipment and Services. Customer acknowledges and understands that certain Voice Service may not support or be compatible with:

(a) Non-recommended configurations including but not limited to MTAs, ATAs or ALGs not currently certified by SKYFREQUENCY as compatible with Voice Service;

(b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems;

(c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;

(d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;

(e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and

(f) Other call types not expressly set forth in SKYFREQUENCY’s product literature (e.g., outbound shore-to-ship calling).

ARTICLE 20: ADDITIONAL LIMITATIONS ON SKYFREQUENCY’S LIABILITY FOR VOICE SERVICE

20.1 Limitations on SKYFREQUENCY’S Liability for Directories and Directory Assistance for Voice Service Customers. THESE LIMITATIONS SHALL APPLY WHERE SKYFREQUENCY MAKES AVAILABLE AN OPTION TO LIST CUSTOMER’S NAME, ADDRESS, AND/OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (i) CUSTOMER REQUESTS THAT CUSTOMER’S NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (ii) CUSTOMER REQUESTS THAT CUSTOMER’S NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (iii) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER’S ACCOUNT CONTAINS MATERIAL ERRORS OR OMISSIONS. IF ANY OF THESE CONDITIONS PERTAIN, THEN THE AGGREGATE LIABILITY OF SKYFREQUENCY AND ITS ASSOCIATED PARTIES SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO SKYFREQUENCY TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS SKYFREQUENCY AND ITS ASSOCIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE. FURTHERMORE, IF SKYFREQUENCY MAKES AVAILABLE DIRECTORY ADVERTISING SERVICES, NEITHER SKYFREQUENCY NOR ANY OF ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY ACTS, ERRORS, OR OMISSIONS RELATED TO SUCH DIRECTORY ADVERTISING.



20.2 CUSTOMER INFORMATION. SKYFREQUENCY and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer’s voicemail, call detail, data, files, or other information that is stored on SKYFREQUENCY’s or its suppliers’ servers or systems, in accordance with our storage policies. Customer understands and acknowledges that SKYFREQUENCY shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

ARTICLE 20A: ADDITIONAL TERMS APPLICABLE TO TOLL FREE SERVICES

In addition to Articles 1 THROUGH 13 and Articles 17 THROUGH 20, the following Article 20A is specifically applicable to Toll Free Services offered by SKYFREQUENCY:

20A.1 Limitation. Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with SKYFREQUENCY, Customer must have Voice Services, and must map each Toll Free telephone number (“TFN”) to a Voice Service telephone number (“Associated TN”). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer’s SKYFREQUENCY account, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toll free carrier; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, SKYFREQUENCY will disconnect the TFN. SKYFREQUENCY shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.

20A.2 Term and Termination. Toll Free Services are offered on a month to month basis. Customer shall have the right to terminate Toll Free Services, at any time, for any reason, upon thirty (30) days prior notice to SKYFREQUENCY, subject to payment of all outstanding amounts due for the Toll Free Services and the return of any and all SKYFREQUENCY Equipment. Termination of Toll Free Services is not subject to Termination Charges. Toll Free Services will terminate simultaneously with Customer’s Voice Services.

20A.3 Authorization. When ordering Toll Free Service, as set forth or referenced in each applicable Service Activation Form Customer authorizes SKYFREQUENCY to act as its agent in initiating and provisioning such Toll Free Service.

20A.4. Toll Free Charges

- (a) Prices.** Toll Free Service is subject to the toll free pricing identified in the applicable Service Activation Form.
- (b) Billing Increments.** Unless otherwise stated in a Service Activation Form, usage-based charges will be billed in 6/10 of a minute basis.
- (c) Rounding of Charges.** SKYFREQUENCY reserves the right to round up any and all invoice amounts to the nearest half (1/2) cent.
- (d) Provision of Service.** Subject to the terms and conditions herein, Toll Free Services are intended for commercial use only.

ARTICLE 20B: ADDITIONAL TERMS APPLICABLE TO TRUNK SERVICES

In addition to provisions 1 THROUGH 13 and Articles 17, 19 AND 20 above, the following Article 20B is specifically applicable to Trunk Services offered by SKYFREQUENCY:



20B. 1 Limitation. Subject to service availability, Customer may order Trunk Services. Trunk Services are not intended for residential use.

20B.2 911 Notice for Trunk Services. Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.

(a) Customer action is essential to the protection of its employees and other users of the Trunk Services, as described below. Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. If Customer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.

(b) SKYFREQUENCY offers the opportunity for Customers to designate up to ten different zones within their premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Activation Form request the assignment of Emergency Location Information numbers and provide location information for each zone exactly as it should appear to the 911 call taker. For each zone requested, up to ten, Customer will receive a phone number that SKYFREQUENCY will register in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.

(c) Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not SKYFREQUENCY, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the SKYFREQUENCY Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than ten different location identifiers or other features not currently offered under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have "Private Switch/Automatic Location Identification" service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Trunk Services from SKYFREQUENCY.

(d) SKYFREQUENCY will post only the main billing telephone number in the 911 database or databases using Customer's billing address as the Registered Location, unless Customer requests the assignment of Emergency Location Information as set forth above. Customer must notify SKYFREQUENCY at least five (5) days prior to moving the Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Trunk Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.



(e) Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

20B.3 Recommended Battery Back-Up is NOT Included

Customer acknowledges and understands that the Trunk Services use the electrical power from the Service Location. Customer understands and acknowledges that they may lose access to and use of the Trunk Services, including 911/E911, if electrical power to the Integrated Access Device (IAD), PBX switch, and/or handsets is interrupted and such devices are not supported by a working battery backup. Customer also understands and acknowledges that SKYFREQUENCY does not provide a battery backup for such devices and Customer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, the duration of Trunk Service during a power outage using the SKYFREQUENCY Equipment installed to provide such service will depend on Customer's backup power choice. If the IAD is disconnected or removed and/or a battery is not charged, Trunk Service, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power failure, SKYFREQUENCY bears no responsibility for such loss of service.

20B.4 Customer Responsibility for Telephone Equipment

(a) Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Customer also acknowledges and accepts that SKYFREQUENCY does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

(b) SKYFREQUENCY shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of SKYFREQUENCY utilized in the provision of Trunk Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

(c) Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

(d) Customer acknowledges and agrees that Trunk Service is not compatible with alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems. Customer's attempt to use any such systems in connection with Trunk Services is solely at its own risk and SKYFREQUENCY shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

20B.5 Trunk Service Charges.

(a) **Prices.** Trunk Service is subject to the trunk service pricing identified in the applicable Service Activation Form.

(b) **Billing Increments.** Unless otherwise stated in a Service Activation Form, domestic long distance calls, and inbound domestic calls to toll-free numbers associated with Trunk Services will be billed on basis of six (6) second



increments with a minimum call duration of six (6) seconds. For purposes of this section, “domestic” means calls within the continental United States.

(c) Pooled Minutes. Each channel purchased in connection with Trunk Service includes a monthly allotment of minutes of domestic long distance. These minutes shall be pooled at the Service Location level within an account. Any usage in excess of the earned amount shall be considered overage and be rated at the then current rate. Unused minutes expire at the end of the billing period and are not carried forward or otherwise creditable to Customer’s account.

ARTICLE 20C: ADDITIONAL TERMS APPLICABLE TO VOICE SERVICES

In addition to Articles 1 THROUGH 13, Articles 17A THROUGH 20, and Articles 20B.120B.3 above, the following Article 20C is applicable to Voice Services offered by SKYFREQUENCY:

20C.1 Limitation. Subject to service availability, Customer may order Voice Services. Voice Services are not intended for residential use. In order to purchase and retain Voice Services with SKYFREQUENCY, Customer must have Internet Services. Voice Services will not operate if Customer terminates Internet Service or has improperly set the Disaster Recover feature at any time during the Voice Services Term. SKYFREQUENCY shall have no liability for loss of Voice Services which results from Customer terminating Internet Service or due to feature mis-configuration.

20C.2 USAGE BILLING

(a) Voice Services calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

(b) Notwithstanding anything to the contrary in this Agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party’s line rings or after a certain number of rings. If such a provider charges SKYFREQUENCY or its Associated Parties, as if such a call were answered by the called party, SKYFREQUENCY will charge Customer for a completed call.

(c) Rounding of Charges. SKYFREQUENCY reserves the right to round up any and all invoice amounts to the nearest one (1) cent.

20C.3 Recommended Battery Back-Up is NOT Included

Customer acknowledges and understands that the Voice Services use the electrical power from the Service Location. Customer understands and acknowledges that they may lose access to and use of the Voice Services, including 911/E911, if electrical power to the Application Layer Gateway (ALG), and/or Analog Telephone Adapter (ATA), and/or handsets is interrupted and such devices are not supported by a working battery backup. Customer also understands and acknowledges that SKYFREQUENCY does not provide a battery backup for such devices and Customer is urged to arrange for their own backup power supply to these devices. In the event of a power outage, the duration of Voice Services during a power outage using the SKYFREQUENCY Equipment installed to provide Voice Services will depend on Customer’s backup power choice and proper configuration of their Disaster Recovery feature. If the ALG and/or handset is disconnected or removed and/or a battery is not charged, Voice Services, including access to 911, will not be available. Customer acknowledges and agrees that in the event of a power failure, SKYFREQUENCY bears no responsibility for such loss of service.



SKYFREQUENCY shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of SKYFREQUENCY utilized in the provision of UniFy-IP Voice Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance

Customer acknowledges and agrees that UniFy Voice Service is not compatible with alarm and security systems, medical monitoring devices, certain fax machines, and certain “dial-up” modems and overhead paging systems. Customer’s attempt to use any such systems in connection with Voice Services is solely at its own risk and SKYFREQUENCY shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.

20C.4 Customer-initiated 911 Testing for Voice Services. Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

20C.5 Prohibited Use. SKYFREQUENCY prohibits use of the Voice Services for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for services with unlimited local and long distance calling plans. SKYFREQUENCY reserves the right to immediately suspend, disconnect or modify Customer’s use of the Voice Services if, in its sole discretion, SKYFREQUENCY determines or reasonably suspects that Customer or its end users are using for any of the aforementioned or similar activities.

20C.6 Additional E911 Limitations - Voice Services. SKYFREQUENCY Voice Services may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice Services, SKYFREQUENCY must have the correct service address (i.e. street address, floor and/or office number) for each telephone number and extension used by the Customer with the Voice Services. If Voice Services are moved to a different location without Customer providing the correct information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice Services (including 911) may fail altogether. Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the system as necessary to reflect moves or additions of stations within the premises.
- Voice Services calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Customer acknowledges that 911 calls from nomadic SKYFREQUENCY Equipment assigned to the same telephone number will reach the emergency authority associated with the original registered Service Location unless Customer updates the Service Location address.
- Failure by Customer to make subsequent address updates, including updates to restore service address to the original registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- If the Registered Service Location provided in conjunction with the user of nomadic SKYFREQUENCY Equipment is deemed to be in an area SKYFREQUENCY cannot support for 911 calls, Customer will be notified before the completion of the update call and Customer will be required to use an alternative means of accessing 911.

ARTICLE 20D: ADDITIONAL TERMS APPLICABLE TO REMOTE CALL FORWARDING



In addition to Articles 1 THROUGH 13, Articles 17 THROUGH 20, the following Article 20d is applicable to Remote Call Forwarding Services offered by SKYFREQUENCY:

20D.1 Limitation. Subject to service availability, Customer may order Remote Call Forwarding Services. Remote Call Forwarding Services are for commercial use only. In order to purchase and retain Remote Call Forwarding Service with SKYFREQUENCY, Customer must have Voice Services, and must map each Remote Call Forwarding telephone number (“RCFTN”) to a Voice Service telephone number (“Associated TN”). If Customer terminates an Associated TN at any time during the Remote Call Forwarding Services term, Customer must immediately: (1) map the applicable RCFTN to another Digital Voice telephone number on Customer’s SKYFREQUENCY account, (2) purchase a new Digital Voice telephone number to map to the RCFTN, (3) port out the RCFTN to another carrier if feasible; or (4) disconnect the RCFTN. If Customer fails to take immediate action as indicated above, SKYFREQUENCY will disconnect the RCFTN. SKYFREQUENCY shall have no liability for loss of Remote Call Forwarding Services which results from Customer failing to take immediate action as indicated above.

20D.2 Term and Termination. Remote Call Forwarding Services are offered on a month to month basis. Customer shall have the right to terminate Remote Call Forwarding Services, at any time, for any reason, upon thirty (30) days prior notice to SKYFREQUENCY, subject to payment of all outstanding amounts due for the Remote Call Forwarding Services and the return of any and all SKYFREQUENCY Equipment. Termination of Remote Call Forwarding Services is not subject to Termination Charges. Remote Call Forwarding Services will terminate simultaneously with Customer’s Voice Services.

20A.3 Authorization. When ordering Remote Call Forwarding Service, as set forth or referenced in each applicable Service Activation Form Customer authorizes SKYFREQUENCY to act as its agent in initiating and provisioning such Remote Call Forwarding Services.

20A.4. Remote Call Forwarding Charges

(a) Prices. Remote Call Forwarding Service is subject to the Remote Call Forwarding pricing lists and fees.

(b) Billing Increments. Unless otherwise stated in a Service Activation Form, Remote Call Forwarding, as an inbound-only feature, is billed as a flat monthly fee.

END