

**SERVICE SCHEDULE
ETHERNET DEDICATED INTERNET ACCESS SERVICES**

Service Provider: Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications Internet (“Consolidated Communications”)

Customer Name: Town of Limerick

1. Services.

We will provide you with Consolidated Communications Ethernet Dedicated Internet Access Service (“E-DIA Service” or “Service”). The Initial Term and fees for the E-DIA Service are described below. The In-Service date shall be defined as the date at which we are able to access your trace route to the Ethernet address of your router to confirm installation. You shall then perform a trace route to our device that requires the traffic to travel through the global Internet. Notwithstanding the foregoing, if you fail or refuse to perform the requested trace within two (2) weeks of notification by us, then the In-Service date shall be the date on which we were able to perform a successful trace route to your address space.

2. Service Description.

Ethernet Dedicated Internet Access (“E-DIA”) is an Ethernet service that provides customers with a direct connection to the Internet. The purpose of this connection is to provide multipurpose internet access to autonomous sites. E-DIA connections connect one customer site to the Internet. As with other Ethernet access offerings, this Service can be offered in a multitude of speeds, starting at 1 Mbps all the way up to 1 Gbps. We shall furnish a dedicated connection between our and your premises, as specified hereunder, which is perceived by your software and the network to be of a dedicated nature and available without the need to dial into an Internet access point. In addition, we shall provide routing services based on the Transmission Control Protocol/Internet Protocol (“TCP/IP”), enabling you to connect to the Internet as well as certain Consolidated Communications information services indicated in this Service Schedule.

3. Service and Initial Quantity Commitments.

- 3.1 Customer agrees to purchase the following Services from Consolidated Communications at the rates and quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, as mutually agreed to by the parties.

Service Type: EDIA Service	Non-Recurring Charge “NRC”	Monthly Recurring Charge “MRC”
Port and Access: 20 Mbps	\$0.00	\$77.11
EDIA EVC: 20 Mbps	\$0.00	\$52.99
	Total NRC: \$	Total MRC: \$130.01

Offer good only in areas where Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Schedule is subject to Consolidated Communications’ final acceptance. Unless otherwise stated in the Service Schedule, in addition to charges set forth above and related taxes, if applicable, you are responsible for the following:

- i) Renewal of Registration fees associated with Domain Names (Registrar will contact customer directly for renewal)
 - ii) Equipment, hardware and software charges
 - iii) Installation support and related charges
- 3.2 This Service Schedule does not entitle you to any future versions or releases of such service which we may make available during the Initial Term unless separately agreed to in writing by the parties.
- 3.3 Final acceptance of this Service Schedule by us is subject to credit check approval, your acceptance of the terms and conditions of the Agreement, and our commencement of providing Service to you.
- 3.4 In the event that we are unable to complete Service activation due to delays that you cause, you will be responsible for all charges and cancellation fees accrued by us in connection with our performance or attempted performance of our obligations hereunder.
- 3.5 Consolidated Communications provided equipment and hardware may be either a new or refurbished.
- 3.6 Domain Name service is not available in all areas. Domain name availability is limited and not guaranteed. Domain name registration is limited to the following extensions: .net, .com and .org. Acceptance of VeriSign Terms of Service required. Additional domain name registration and transfer fees apply.
- 4. Service Period and Billing.** The Customer shall purchase the Service for a period of 60 consecutive months following the execution of this Agreement and installation of the Service (if not previously installed and cutover) hereof ("Service Period"). Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof. The Service Period and Billing for the circuits shall begin on the In-Service Date.
- 5. Cancellation and Termination Charges.**
 - 5.1 If the Customer cancels the Service subsequent to execution of this Service Schedule by both parties and prior to the In-Service Date of the Service, Customer shall pay Consolidated Communications its actual incurred costs of provisioning the Service up to the point of such cancellation. Cancellation must be in writing to Consolidated Communications.
 - 5.2 Following the In-Service Date, termination charges shall apply to each circuit for which Service is terminated. If the customer terminates any or all of the circuits covered by this Service Schedule before the end of the Service Period, the customer must pay a termination charge for each affected circuit equal to one hundred percent (100%) of the MRC multiplied by the number of months remaining in the Service Period. Any such termination charge shall be due and payable in one lump sum within thirty (30) days of billing. Customer is also responsible for all charges incurred up to the date of any Service terminated.
 - 5.3 Termination charges will not apply under the following circumstances:
 - 5.3.1 The Customer and Consolidated Communications agree at any time prior to the end of the Service Period to extend the Service Period to a longer term commitment.
 - 5.3.2 The Customer (1) upgrades an existing Service to a new, higher bit rate Ethernet Service, and (2) the Service Period for the upgraded Service is coterminous with or longer than the Service Period of the existing Service.
- 6. Service Level Agreement and Limited Remedy.**

We are committed to providing you with reliable, high quality E-DIA Service, and we offer a Service Level Agreement ("SLA"). A description of the current Service Level Agreement is available on our web site or from your

sales representative. THE SERVICE LEVEL AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF E-DIA SERVICE.

7. Termination and Right to Suspend.

We reserve the right, without penalty or liability, to suspend or terminate the Service (or any portion thereof) without notice in the event that you or your use of the Service, in our sole judgment, violates any term or condition set forth in this Agreement, including, without limitation, violates any applicable Laws, our Acceptable Use Policy (AUP) which is published on our web site (and incorporated herein by reference), or otherwise adversely affects, may affect or otherwise threatens any portion of our or our network service provider(s)' network software, hardware, equipment, or services, or any of our or our network service provider(s)' customers or employees. In addition to our rights to suspend or terminate as set forth above, we reserve the right to immediately terminate the E-DIA Service to you in the event we cease to offer E-DIA Service to customers, upon not less than thirty (30) days advance notice.

8. Equipment, Hardware and Software.

- 8.1 Unless covered under separate agreements with us, you shall be responsible to provide for the proper selection, installation, operation, and maintenance of your equipment, hardware, and software used in connection with the E-DIA Service, and you shall ensure that such equipment, hardware, and software are technically and operationally compatible with the E-DIA Service and in compliance with applicable Federal Communications Commission rules and regulations. If you have chosen to purchase equipment or hardware, including any software that may be installed thereon (the "Equipment"), and then title to the Equipment (other than any software that may be installed thereon) shall vest with you upon payment in full to us for the Equipment. In the event the Equipment is installed at your premises prior to payment in full, you shall: (a) safeguard the Equipment from loss and damage; (b) obtain general liability insurance with property loss coverage equal to or greater than the purchase price of the Equipment, and naming us as additional insured; and (c) maintain full responsibility for the Equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the Equipment, if it is irreparable, lost or stolen.
- 8.2 In the event Consolidated Communications provides any software to you in connection with the Services, we grant you a personal, non-exclusive, non-transferable license, for the duration of the Initial Term and any subsequent renewals, to use such software in object code form only on the hardware on which it is installed for the sole purpose of enabling you to use the Service. You acknowledge that such software is protected by the copyright laws of the United States and foreign jurisdictions, and may be protected under the patent laws of the United States and foreign jurisdictions, that title to such software, including any tangible media by which the software was transferred to you, remains with us or our suppliers, and that the source code, content and design of such software are valuable trade secrets. You are authorized to make one copy of the Software for backup purposes only. You agree not to (a) disclose or make available to third parties any portion of such software without our advance written permission; (b) further copy or duplicate such software; (c) reverse engineer, decompile or disassemble such software; (d) make derivative works from such software; (e) modify such software; (f) or use the software in a credit bureau capacity.
- 8.3 Upon termination or expiration of the Initial Term (unless extended by both parties), you agree to return to us all hardware, equipment and software provided to you by us or a third party on our behalf in connection with the Service (other than hardware, equipment and software which you have purchased from us). In the event such hardware, equipment and software is not returned to us within thirty (30) calendar days following such termination or expiration, we will charge you the undepreciated list price of the unreturned hardware and software, in addition to all applicable late return fees.

9. Consolidated Communications Internet Responsibilities.

In addition to the responsibilities set forth in the Agreement, we shall (a) provide a TCP/IP routing service to connect your network to our regional Internet, (b) coordinate the installation and order on your behalf, transportation

facilities from your premises to our network; (c) maintain ownership of all IP addresses, which are provided to you, and (d) supply you with IP address space based on Internet policies for assigning address space.

10. Customer Responsibilities.

In addition to the responsibilities set forth in the Agreement, you agree that on your behalf we may select a Global Service Provider (GSP) from a list of qualified carriers who have agreed to interconnect with our network. The use of the E-DIA Service by you and your Users is completely at your own risk. We shall in no way be responsible or liable to you or your customers (if permitted by a Schedule or separate reseller agreement) for any loss or damage as a result of the use of the E-DIA Service(s). You acknowledge and agree that although we shall make every reasonable effort to provide continuous, uninterrupted, and expedient Service to you and your customers (if permitted by a Schedule or separate reseller agreement), interruptions in Service may occur as normal events in the provision of Service. You also agree and acknowledge that through the use of the E-DIA Service, you and your customers (if permitted by a Schedule or separate reseller agreement) may have access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for minors under the age of eighteen (18) years old. You acknowledge that we have no control over such information. If we provide IP address space to you, you shall supply a network engineering plan consisting of: (a) the current number of hosts (addressable devices) on your network; (b) expected number of hosts within next six (6) months; (c) current number of your subnets; (d) expected number of subnets in six (6) months; (e) subnet masks; (f) number of hosts on each network segment; and (g) graphical topology of your network that diagrams your network down to the host level.

11. Entry to Customer's Business.

You agree to allow us to enter your premises from which you use the E-DIA Service during normal business hours by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our equipment and Services. You will allow us to make attachment and connections that are necessary to provide Services to you. If you are not the owner of the premises to be entered, you must supply proof that you are authorized to allow work to be done on such premises.

12. Circuit Installation.

We will provide you notice of your circuit installation date. You agree to establish your Internet access promptly following circuit installation. Regardless of whether you have installed your Internet access, billing for your E-DIA Service shall begin ten (10) business days after the circuit installation date.

13. Additional Provisions.

- 13.1 Facilities. Additional charges may be required if suitable facilities are not available to provide Service at any location, or if any additional work, services or quantities of Service are provided. In the event installation of additional network facilities is required to provide Service, Consolidated Communications will inform Customer of such applicable charges and Consolidated Communications will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Consolidated Communications without application of the termination charges described herein.
- 13.2 Customer Purchase Orders. Customer may not vary the Agreement or this Service Schedule with use of a Customer-issued purchase order. The terms and conditions contained on a Customer purchase order (whether signed by one or both parties) shall not serve to modify the terms and conditions of the Agreement or this Service Schedule and to the extent such terms and conditions conflict with the terms and conditions of this Agreement or this Exhibit, they shall be void and of no effect.
- 13.3 Administrative Charge. An Administrative Charge will be applied whenever a change is made to Customer's E-DIA configuration at Customer's request. Such changes are defined as those rearrangements necessary to add, delete, or rearrange Customer's configuration, including changes to Customer's Ethernet Virtual Circuits.

14. IP Address and Domain Name Registration.

You are eligible to apply for and if approved use Consolidated Communications -provided IP addresses on the Internet for no additional charge. The following is a subset of Consolidated Communications IP Assignment Guidelines that must be met before being granted IP space:

1. All customers applying for IP address space from Consolidated Communications must complete an IP address form provided by Consolidated Communications. A host count and sub-netting breakdown is required for current and requested (future) address space.
2. Customers applying for network block(s) larger than a /28 (more than 16 IP addresses) or equivalent must also submit a network topology diagram detailing all subnets.
3. Customers with existing IP address space (Consolidated Communications or non- Consolidated Communications) must demonstrate the following before receiving additional address space:
 - All customer-assigned address space must be registered with the American Registry for Internet Numbers (ARIN).
 - Eighty percent (80%) of all assigned address space must be utilized.
 - Current address space and requested address space must be documented in accordance with guidelines 1 and 2 above.
 - Assigned address space must be reachable by Consolidated Communications via Internet Control Message Protocol (ICMP) (ping, etc.) or equivalent documentation demonstrating reach-ability must be provided at Consolidated Communications' request.
4. Multi-homed Border Gateway Protocol (BGP) customers (2 or more Internet Service providers (ISPs)) may apply for address space under the ARIN 2001/2 policy. Customers meeting the requirements of the Consolidated Communications policy who have already obtained address space from Consolidated Communications or another ISP and who are requesting additional address space from Consolidated Communications must meet guideline 3, above, in order to receive an additional class C block of IP addresses.
5. IP space from Consolidated Communications is non-portable. Customers who discontinue service with Consolidated Communications must relinquish their assigned IP addresses from Consolidated Communications.
6. You may obtain IP addresses directly from ARIN through their website, <http://www.arin.net/> and will be responsible for all associated fees, including ARIN's registration fee and annual renewal fee.

Upon expiration, cancellation or termination of the Agreement or an applicable Schedule, you shall relinquish any IP addresses or address blocks assigned to you by us. If we deem it necessary, you may be required to renumber the IP addresses assigned to you by us. All fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar or we, on registrar's behalf, will bill such fees directly to you. Such fees are not included in the prices for the Service. You must accept the Registrar's terms of service prior to receiving such service from us.

15. Changes or Updates to the Service.

Consolidated Communications reserves the right, in its sole discretion, to make changes to the Service and the software, hardware and equipment provided in connection therewith. If such a change adversely affects your use of the Service, and we cannot reasonably mitigate such adverse effect, then you may terminate the Service without further obligation.

16. Locations.

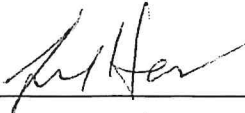
The Services shall be provided to Customer under the terms hereof at the following locations. Other locations may be added to this Agreement only upon mutual assent of the parties.

Address:

In confirmation of their consent and agreement to the terms and conditions contained in this Service Schedule and intending to be legally bound hereby, the Parties have executed this Service Schedule as of the Service Schedule Effective Date.

(“Customer”)

**Consolidated Communications Enterprise Services,
Inc.**

By: 

Name: GIL HARRIS

Title: Select BOARD CHAIR

Date: 7/20/2020

By: _____

Name:

Title:

Date:



Consolidated[®]
communications

Company: Town of Limerick				Date: 7/14/2020	
PHYSICAL ADDRESS			BILLING ADDRESS		
Street: 11 Main Street			Street: 11 Main Street		
City: Limerick		State: ME	City: Limerick		State: ME
Zip: 04048	BA Number:	SSN \ Tax ID:	Zip: 04048	Customer Acct #:	Type:
CONTACT INFORMATION					
Contact: Dottie Richard			Title: Selectmen		
Email Address: Selectmenssecretary@limerickme.org.		Phone Number: (207) 793-2166		Mobile Number:	
Move Order From:			Move Order To:		

CONSOLIDATED SERVICES PROVIDED

HIGH SPEED INTERNET SERVICE

Internet Service Type: BusinessOne	<input type="checkbox"/> Dynamic IP <input checked="" type="checkbox"/> Static IP	Bandwidth: BusinessOne Premier Plus 100M		
IP Addrs: 1		HSI Tel#:		
Security:		Backup Storage:	Term: 36M	MRC: \$184.43

MODEM

Purchase \ Lease? Lease	Modem Ship: No	Prof. Install: Yes	MRC: \$0.00	HSI NRC: \$0.00
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Notes:

BASIC VOIP

Term: Select Term...	International Plan:	Quantity: Select Quantity...	MRC: \$0.00
Basic Email Address:			

TDM VOICE				
Voice Type:	Quantity:	Term:	MRC: \$0.00	NRC: \$0.00
Features:		Feature MRC: \$0.00	Feature NRC: \$0.00	
LD Provider:	<input type="checkbox"/> In State <input type="checkbox"/> Inter.	<input type="checkbox"/> Out State	Term:	MRC: \$0.00
TDM VOICE DETAILS				
Phone Line Numbers:	Hunt Sequence:	In-State Plan (ILEC):	LD Plan:	
Local Line Type:	Meas Unm:	Int'l Plan:	Business Line Features:	
Blocking:	NI Tag:	New Construction:	Inside Wiring:	Truck Roll:
Notes:				

TOLL FREE		
Toll Free	Ring To	Area Of Service
Notes:		

ADVANCED VOICE SERVICES				
Advanced Voice Packages	QTY	Term	MRC	
			\$0.00	
OPTIONAL ADVANCED VOICE SERVICES				
Optional Advanced Voice Services	QTY	Term	NRC	MRC
		36M	\$0.00	\$0.00

PROCONNECT PACKAGES					
ProConnect Package			Qty	Term	MRC
				Select Term...	\$0.00
OPTIONAL PROCONNECT FEATURES					
ProConnect Features				QTY	MRC
					\$0.00
OPTIONAL PROCONNECT EQUIPMENT					
ProConnect Equipment	QTY	Upfront Purchase	Purchase 12M	Term	MRC
		\$0.00	\$0.00		\$0.00

CCiTV SMB Sales Only		
SMB Customer Type: Select Type...		Base TV Package:
SMB CUSTOMER TYPE: ** SMB – Nail and hair salons, doctors and dentist’s offices, small retail stores, break rooms ** SMB Tavern – Bars & restaurants BASE TV PACKAGE PROMOTIONS: ** Basic & Standard Pkgs – 1 mo. free ** Select & Expanded Pkgs – 3 mos. free; \$15/mo. discount for mos. 4-12 ** 4 th stream free for 12 mos. (\$3/mo. discount)		
Designated Market Area: Select Market Area...		Add-On Channel Package:
CCiTV Email Address:		Discount: Select Discount...
Additional Streams: ** Streams 1 and 2 included with package...		Equipment:
Installation:	Equipment Qty:	Equipment Subtotal: \$0.00
Location Address:		
CCiTV MRC Subtotal: \$0.00		CCiTV NRC Subtotal: \$0.00

MICROSOFT SERVICES (12M Term Only)		
MICROSOFT 365	QTY	MRC
0		\$0.00
OFFICE 365	QTY	MRC
0		\$0.00
BACKUP / SECURITY	QTY	MRC
0		\$0.00
ONLINE PLAN	QTY	MRC
0		\$0.00
PROFESSIONAL SERVICES	QTY	MRC
0		\$0.00
SETUP FEES		
Microsoft Plan Setup Fee		
Barracuda Setup Fee		

DOMAIN SERVICES		
WEB HOSTING	QTY	MRC
0		\$0.00
WEB HOSTING PROFESSIONAL (12M Term Only)	QTY	MRC
0		\$0.00
EMAIL BOXES	QTY	MRC
0		\$0.00
EMAIL MARKETING	QTY	MRC
0		\$0.00
DOMAIN TYPE	QTY	MRC
0		\$0.00


Non - Recurring Charge (NRC) Total: \$0.00 <i>** This includes ProConnect upfront equipment purchases.</i>	Equipment Purchases Total: \$0.00 <i>** Divided into 12 equal payments</i>	Monthly Recurring Charge (MRC) Total: \$184.43	Annual Recurring Charges (ARC) Total: \$0.00
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Not including state/federal taxes and line charges.

Customer Authorization

By signing this Service Order Form by and through its duly authorized representative, Customer authorizes the Consolidated Communications entity providing the Service to bill Customer's account. Customer agrees to pay for the Services for the term period and at the amounts indicated above. Customer accepts the terms and conditions herein and the terms of service attached hereto, as well as those terms and conditions on the Consolidated Communications webpage at www.Consolidated.com. Service may be provided by one or more Consolidated Communications affiliates, including, without limitation, Consolidated Communications of Vermont Company, LLC, Consolidated Communications of Northern New England Company, LLC, Consolidated Communications Enterprise Services, Inc.

Customer Printed Name: GIL HARRIS

Authorized Signature: 

Date: 7/20/2020

CONSOLIDATED TERMS AND CONDITIONS:

The Customer named on the front page of this Service Order Form and Consolidated Communications and its Affiliated Entities (collectively, the "Company" or "Consolidated") agree these terms and conditions of service constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on the Service Order Form. You will have accepted this Agreement and be bound by its terms if you use the Service(s) or otherwise indicate your affirmative acceptance of such terms.

Use of Service:

Any and all services purchased by the Customer are hereinafter referred to collectively as the "Service". Service may be used for any lawful purpose under applicable Federal, State or Local laws or regulations for which it is technically suited. Service may not be used for unlawful purposes. In addition, High Speed Internet service ("HSI") is governed by the Acceptable Use Policy which may be found at <http://www.consolidated.com/policies>. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier or service provider, as appropriate. Recording of telephone conversations or any form of voice communications transmitted over Service provided by the Company under this Agreement is prohibited except as authorized by applicable Federal, State and Local laws or regulations.

Payment for Services:

Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. A late fee equal to that charged by the local exchange carrier serving the Customer, 1.5% per month, or the maximum amount allowed by law, whichever is lower, may apply to any unpaid and past due balance. The late fee may be charged by the Company directly or by the Company's billing services provider. Payment must be received on or before the due date contained on the bill. The late fee begins to accrue no sooner than the day after the billing due date reflected on the customer's bill. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company, or its billing services provider, may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.

The Customer is responsible for payment of all charges for Service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for all other third person use of Service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to the Company or its billing agent (if any) within six months after receipt of the bill or are otherwise deemed waived. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which indicates that such changes are appropriate. The Company's decision in this regard shall be final and binding upon the parties.

Taxes and Fees:

The Customer agrees to pay all charges associated with the local voice, HSI or long distance ("LD") Service and rate plan selected. All applicable taxes (e.g., excise taxes, telecommunications taxes, sales taxes, and municipal utilities taxes), surcharges or non-recurring charges are listed as a separate line item on the Customer's bill and are not included in the quoted rates and charges set forth herein. Without in any way limiting the foregoing, examples of such charges are: (i) installation fees, (ii) Federal Universal Service Fund fees/taxes, (iii) early termination fees, (iv) activation fees, (v) subscriber line charges and (vi) equipment charges. To the extent that a State, county, municipality, other political subdivision or agency of government, or regulatory authority imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such governmental entity.

Interruption of Service:

Credit allowances for interruptions of service which are not due: (i) to the Company's testing or adjusting, (ii) to the negligence or other wrongful act or omission of the Customer, or (iii) to the failure of services, channels, equipment and/or communications systems provided by the Customer or the Customer's agents, servants, employees, or Customers, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within its, his or her control, or is not in wiring or equipment, if any, furnished by the Customer. LD interruptions caused by Customer provided, or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code. An interruption is measured from the time the Customer notifies the Company of the interruption until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. Unless otherwise specified in this Agreement, the credit for a billing period shall not exceed the monthly recurring charge for any particular Service.

Early Termination Fees and Auto Renewal:

The Customer's Service shall continue through the length of the Service plan or promotional offering (the "Initial Term") and shall automatically renew after the expiration of the Initial Term for a period of one (1) year (collectively with the Initial Term, the "Term") unless the Customer cancels Service within thirty (30) days prior to the expiration of the Term. Effective at any time after the end of the Initial Term and from time to time thereafter, the Company may modify the charges for the Service subject to thirty (30) days prior notice to the Customer. The Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. In the event Customer terminates the Service prior to the expiration of the Term, then Customer shall be immediately liable to Company for an early termination fee consisting of (1) the total of any applicable termination fees provided by tariff for regulated services plus (2) the total of the fixed monthly charge for the non-regulated services multiplied by the number of months, and any fraction thereof, remaining in the applicable Term. Customer shall in any event be liable for all charges accrued as of the termination date.

HSI: Service Cancellation; Money Back Guarantee:

The Customer may cancel HSI service, excluding any fiber based service, by calling Consolidated at 1-844-YOURCCI. HSI service is subject to a thirty (30) calendar day money-back guarantee, which begins upon billing. During this thirty (30) day period, the Customer may cancel the HSI Service and receive a full refund of all monthly charges paid as well as any one-time charges and equipment charges, if any, paid to the Company. If the

Customer cancels HSI service within 30 calendar days, then the Customer agrees to return to the Company all hardware provided to the Customer in connection with the HSI service prior to receiving a refund on said equipment charges or additional equipment charges will apply. The Company will provide the Customer with a pre-paid mailing label and instructions for the return of this equipment. In the event the Customer cancels after the first thirty (30) calendar days of HSI Service but before completing the Initial Term, then the Customer shall (a) pay the Company all Service fees accrued as of the cancellation date and (b) pay the ETF. Activation, installation or set-up fees paid at the initiation of HSI Service are not refundable. The money-back guarantee is limited to one per Customer per Service type per Service address. It is agreed that if the Customer cancels HSI service, damages are difficult or impossible to ascertain; thus, the provisions of this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty. This provision does not apply to Consolidated's BusinessOne Bundle.

LD: Cancellation, Suspension and Restoration of LD Service:

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the cancellation of service for charges incurred before cancellation. The Customer shall pay such bills in full in accordance with the payment terms set forth herein.

Cancellation by the Customer:

The Customer may have LD service canceled upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Cancellation of service is subject to ETF obligations set forth herein.

Limitation of Liability:

IN NO EVENT SHALL THE COMPANY, ANY OF ITS AFFILIATED ENTITIES OR ANY OF ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO THE CUSTOMER FOR (A) ANY PUNITIVE DAMAGES, SPECIAL DAMAGES, ENHANCED COMPENSATORY DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES OR INDIRECT DAMAGES - INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST THE CUSTOMER BY ANY THIRD PARTY.

Limitation of Damages: THE COMPANY'S OR AFFILIATED ENTITIES' AGGREGATE LIABILITY TO THE CUSTOMER FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EQUITY OR TORT, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAID BY THE CUSTOMER UNDER THE THIS AGREEMENT DURING THE PERIODS WHEN SUCH CLAIM AROSE. IN ANY JURISDICTION THAT DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF DAMAGES AS SET FORTH HEREIN, THEN IN THESE JURISDICTIONS THE COMPANY'S AND ANY AFFILIATED ENTITIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE COMPANY SHALL NOT BE LIABLE FOR UNLAWFUL USE, OR USE BY ANY UNAUTHORIZED PERSON, OF ITS SERVICES, OR FOR ANY CLAIM ARISING OUT OF A BREACH IN THE PRIVACY OR SECURITY OF COMMUNICATIONS TRANSMITTED BY THE COMPANY. THE COMPANY IS NOT LIABLE FOR ANY DAMAGES, INCLUDING TOLL USAGE CHARGES THE CUSTOMER MAY INCUR AS A RESULT OF THE UNAUTHORIZED USE OF ITS TELECOMMUNICATIONS FACILITIES OR INTERNET ACCESS FACILITIES. SUCH UNAUTHORIZED USE OF THESE FACILITIES INCLUDES, BUT IS NOT LIMITED TO, THE PLACEMENT OF CALLS THROUGH CUSTOMER-PROVIDED EQUIPMENT WHICH ARE TRANSMITTED OR CARRIED ON THE COMPANY'S NETWORK. THE CUSTOMER IS SOLELY RESPONSIBLE FOR CONTROLLING ACCESS TO, AND THE USE OF, ITS OWN TELECOMMUNICATIONS FACILITIES, DATA FACILITIES AND INTERNET ACCESS FACILITIES.

Indemnification:

The Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) the Company may incur from any claim arising from the Customer's use of the Service, or the use of the Customer's Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, the Customer's combination of any Service with other products or services not provided by the Company, any modification of the Service, or any breach of the terms and conditions contained herein by the Customer. In such event, the Customer agrees to defend and control any such litigation, including the payment of any settlement thereof, as the case may be; provided, however, the Customer agrees not to acquiesce to any judgment or enter into any settlement that adversely affects the Company's rights or interests without the Company's prior written consent, such consent to be exercised in the Company's sole discretion. The Company hereby agrees to give the Customer prompt notice of all claims and to cooperate in defending against the claim. The Customer may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the Company's prior written consent, such consent to be exercised in the Company's sole discretion.

Alternative Dispute Resolution ("ADR"):

The Company and the Customer (each a "Party" and together the "Parties") agree to resolve disputes arising out of services provisioned pursuant to the terms set forth herein without litigation. Accordingly, except for: a) actions seeking a temporary restraining order or an injunction related to the purposes expressed hereunder; b) actions to compel compliance with this dispute resolution process; or c) termination of the HSI or LD Services as set forth herein, the Parties agree to follow the ADR procedure set forth in the Standard Terms and Conditions of Service as their sole remedy with respect to any controversy or claim arising out of or relating to the provisioning of the HSI or LD services or a breach of the terms of this Agreement. The parties agree that any such claims arising hereunder must be pursued on an individual basis in accordance with the procedures contained in the Standard Terms and Conditions of Service. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein (and as set forth within the Standard Terms and Conditions of Service) applies and the Parties hereby waive any and all rights to pursue any claim arising hereunder on an individual or on a class basis.

Limitations of Service - CCiTV:

One month free is available with Basic and Standard TV plans only. Three months free and \$15 monthly discount on mos. 4-12 is available on the Select and Expanded TV plans only. The stream promotion is available if customer chooses four or more streams. After promotional period, standard rates apply. All channels are broadcast in HD with the exception of some public access and multicast channels that don't have HD versions; those will be broadcast in SD. No additional TV fees apply. CCiTV comes standard with two video streams. Call for pricing to add additional video streams. Customers may provide their own streaming device to access video content at no additional charge or lease a set-top box and voice-

activated remote from CCI for \$7.99/mo. If customer chooses a set-top box, one will be mailed for self-installation. Professional install charges may apply depending on services ordered. No early termination fees apply to CCiTV, but CCI Internet service of 15 Mbps or higher is required to deliver CCiTV service and an early termination fee applies to Internet service. Services may not be available in all areas. All services, charges and fees are subject to change at any time.

Limitations of Service – HSI & LD:

Service is offered subject to the availability of the necessary facilities, equipment and/or Customer information, including, but not limited to, network infrastructure, billing systems and information required for billing, and any offering is subject to the provisions hereunder. The Company may decline applications for Service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms set forth herein. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control or when Service is used in violation of provisions stated herein or the law. The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth herein, shall not be liable for errors in transmission or for failure to establish connections.

No Representations or Warranties – HSI & LD:

WITH RESPECT TO SERVICES PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE COMPANY KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. ADVICE OR INFORMATION GIVEN BY THE COMPANY OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER. USE OF THE COMPANY'S TECHNICAL SUPPORT IS AT THE CUSTOMER'S OWN RISK AND IS NOT WARRANTED.

No Representations or Warranties – HSI

WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL PROVISION THE QUALIFIED LINE FOR HSI SERVICE AT THE MAXIMUM LINE RATE AVAILABLE TO THE CUSTOMER'S LOCATION BASED ON THE COMPANY'S STANDARD LINE QUALIFICATION PROCEDURES, UNLESS THE CUSTOMER HAS SELECTED A LEVEL OF SERVICE WITH A LOWER MAXIMUM LINE RATE. THE CUSTOMER AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IN ADDITION, THE COMPANY DOES NOT GUARANTEE THAT THE SERVICE CAN BE PROVISIONED TO THE CUSTOMER'S LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING AND PERFORMANCE (SPEED) OF THE SERVICE IS SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF THE TELEPHONE LINE AND WIRING INSIDE THE CUSTOMER'S LOCATION, COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES AND NETWORK/INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT THE CUSTOMER'S LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER THE CUSTOMER NOR THE COMPANY SHALL HAVE ANY DUTIES OR OBLIGATIONS HEREUNDER (OTHER THAN THE CUSTOMER'S OBLIGATION TO RETURN ANY COMPANY PROVIDED EQUIPMENT). THE COMPANY DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED WILL MEET THE CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR -FREE, OR SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

SPECIAL TERMS FOR BUSINESS BROADBAND ELITE SERVICE

SPECIAL TERMS FOR BUSINESS BROADBAND ELITE SERVICE:

Billing, Cancellation and Early Termination:

Provision of Business Broadband Elite Service is conditioned upon Customer agreement to return all equipment to Consolidated upon any termination or cessation of Services. The Services may include use of certain equipment owned, leased or controlled by Consolidated that is located at non-Consolidated locations ("Consolidated Equipment"). Title to the Consolidated Equipment will not pass to Customer. Customer must provide any power necessary to operate the Consolidated Equipment and keep the Consolidated Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the Consolidated Equipment. Billing for the Service will begin upon installation. If the Customer cancels the Service subsequent to execution of this Agreement by both parties and prior to the installation date of the Service, Customer shall pay Consolidated its actual incurred costs of provisioning the Service up to the point of such cancellation. Cancellation must be in writing to Consolidated. Following the installation date termination charges shall apply to each circuit for which Service is terminated.

If the Customer terminates any or all of its circuits covered by this Agreement before the end of the Term, Customer must pay a termination charge for each affected circuit equal to one hundred percent (100%) of the MRC multiplied by the number of months remaining in the Term. In addition, Customer must return Consolidated Equipment once the Customer has terminated the Service. If the CPE is not returned to Consolidated within thirty (30) days of termination, the Customer will be charged one thousand dollars (\$1000.00) as liquidated damages. Any such termination charge shall be due and payable in one lump sum within (30) days of billing. Customer is also responsible for all charges incurred up to the date of any Service terminated. Customer agrees to allow Consolidated and our agents the right to enter its property where the Service(s) and/or Consolidated Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or Consolidated Equipment. Customer represents that it either has or will obtain the authority to give Consolidated access to the Premises. If Customer is not the owner of the Premises, Customer is responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises. Failure on the part of Customer to grant or arrange access to the Premises for purposes of removal and return of Consolidated Equipment shall be deemed a failure to return equipment under this provision and liquidated damages may apply.

SPECIAL TERMS FOR HOSTED COMMUNICATION SERVICES:

The Company offers the following hosted communications Services ("HC Services"):

Hosted PBX Service: The Company's Hosted PBX Service is a Virtual IP PBX voice and unified communications application that is delivered over the Company's Ethernet transport service. The Hosted PBX Service will provide business class lines in unique feature packages which include a mix of call-handling features, voicemail and web portal access elements. The Hosted PBX Service includes unlimited local calling (based on home NPA-NXX rate center parameters). However, Customer is required to maintain a calling plan from a carrier of its choice in order to make any other calls.

ProConnect Service: The Company's ProConnect Service is a Virtual IP PBX voice and unified communications application that is delivered over any compatible Ethernet or broadband service. The ProConnect Service will provide business class lines in unique feature packages which include a mix of call-handling features, options for integrated high-definition audio and video, messaging, screen sharing, file sharing, and conferencing, and Web portal access for call control and feature administration, all delivered over an IP interface. The ProConnect Service includes unlimited local calling (based on home NPA-NXX rate center parameters) and unlimited calls between Customer's domestic locations. However, Customer is required to maintain an appropriate ProConnect calling plan with Consolidated to make any other calls. The ProConnect Service is not available for use with third party carrier calling plans.

HC Service Description:

All HC Services are offered in Seat-based feature packages. HC Services terminate to a managed device located at Customer's premise, and, as part of the HC Service, the Company may provide other managed devices such as gateway/access routers, switches or IP phone sets. Installation of these managed devices may be coordinated through a Consolidated-approved vendor as either remote or on-site and may require that Customer allow access to its premises by the Company or an approved vendor. Maintenance and support of all managed devices are included in the pricing set forth on the Service Order Form. However, Customer is responsible for ensuring the proper care of the managed devices and all other HC Service equipment and software in accordance with these terms, and Consolidated's maintenance and support obligations will not extend to issues caused by Customer's failure to care for equipment and software as required.

HC Services will be provided to Customer at the locations set forth in the Service Order Form. The Company will populate the Enhanced 911 or "E911" database with the service location where the HC Service is installed. However, due to the nomadic properties of the HC Services, if Customer or any of Customer's users utilize the HC Service at a location other than where installed, it is the sole responsibility of Customer and/or the user to update the location address using the Web portal provided by the Company for the HC Service.

HC Service Equipment and Software:

Unless otherwise noted on the applicable Service Order Form, all Consolidated-provided equipment and software remains the sole property of the Company or its VoIP business solution partner and must be returned to the Company in the event of termination or non-renewal of the service contract. In the event such equipment or software is not returned within thirty (30) calendar days following such termination or expiration, the Company will charge Customer the un-depreciated list price of the unreturned equipment or software, in addition to all applicable late return fees. As to all Consolidated-provided equipment, unless purchased by Customer and paid in full, Customer will: (a) keep all the equipment free and clear of any levies, liens and security interests and shall provide the Company with prompt notice of any attachment or other judicial process affecting any item of the equipment; (b) safeguard the equipment from loss and damage; and (c) maintain full responsibility for the equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the equipment if it is irreparable, lost or stolen. As to all Consolidated-provided software, Customer is only permitted to use the software in object code form on the hardware on which it is installed for the sole purpose of enabling Customer to use the Service, and Customer agrees not to: (a) disclose or make available to third parties any portion of the software without the Company's advance written permission; (b) further copy or duplicate the software; (c) reverse engineer, decompile or disassemble such software; (d) make derivative works from such software; (e) modify such Software; (f) or use the Software in a credit bureau capacity. Additionally, to the extent any such software is third party software, the third party software may be governed by separate license provisions found or identified in documentation or on other media delivered with the third party software or otherwise provided to Customer, all of which are incorporated herein by reference.

In the event Customer is permitted to purchase any equipment or software as set forth on a Service Order Form, The Company will use commercially reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer's warranty for the purchased equipment or software. SUBJECT TO THE FOREGOING AND WITHOUT LIMITING ANY OTHER DISCLAIMER OF WARRANTIES SET FORTH IN THE AGREEMENT, THE COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE EQUIPMENT OR THE SOFTWARE, EVEN IF SOLD BY THE COMPANY TO CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT.

HC Service Use Restrictions and Limitations:

Without limiting the generality of these terms, Customer may only use the HC Services only in a manner that fully complies with all applicable laws, these terms, the Service Order Form and the applicable Consolidated terms at <https://www.consolidated.com/support/terms-policies> (the "Standard Terms"), including, without limitation, Consolidated's Acceptable Use Policy available at the foregoing link (the "AUP").

All voice services are subject to the terms of Customer's applicable calling plan, the Standard Terms applicable to voice usage, and the AUP, any of which may restrict call volumes or usage as set forth therein. Unlimited local calling, to the extent provided, is provided solely for live dialog between two individuals. Unlimited services may not be used for data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of substantially uninterrupted live dialog between individuals. In addition, certain features such as call forwarding from auto attendants to an outside number, calls to a queue, and each line on a conference bridge may incur charges at the then current rate established by the Company.

Customer is solely responsible for any and all activities that occur under Customer's account, including associated charges, except to the extent caused by the Company's gross negligence or willful misconduct. Customer will not transfer its login credentials accessing the HC Service to any third party. Customer agrees to notify the Company if it becomes aware of any prohibited, fraudulent or unauthorized use of the HC Service, Customer's account, or any managed devices or other equipment or software. Customer is responsible for implementing generally accepted security measures to protect all access points. Customer is responsible for securing all credentials used to access the HC Service, including

credentials used by telephones or softphones and credentials used by end users or administrators, as well as the media access control ("MAC") address of telephones used by Customer. Customer is also solely responsible for terminating credentials and access for any end users no longer authorized by Customer to use the HC Service. In the event the Company discovers or has reason to believe (i) suspicious or fraudulent calls are being made, (ii) calling patterns or volumes materially are outside of Customer's regular usage patterns, or (iii) other usage is occurring in violation of these terms or the Standard Terms, Customer consents to the Company taking actions it deems reasonably necessary (including temporary suspension of the affected service or blocking or limiting access to particular calling numbers or geographic areas) to prevent such usage from taking place. In some cases, the Company may utilize the public Internet in conjunction with the provision and maintenance of the HC Service and third-party networks (e.g. common carriers terminating calls) outside of its control. In such cases, the Company makes no representation that the Internet or any such third-party network will adequately secure or protect the privacy of Customer or any end user's personal information, and the Company expressly denies any associated liability except as set forth in these terms.

HC Service 911 Limitations and Limitation of Liability:

Customer acknowledges that the HC Services use Voice over Internet Protocol or "VoIP" to complete calls, including 911 calls and that Customer has read and understands the 911 Notice and Acknowledgement (the "911 Notice") included with the Service Order Form and describing certain limitation of the HC Service with respect to 911 calls. As described above, the HC Services utilize an "Enhanced 911" or "E911" database to deliver a caller's location information to the applicable 911 answering point, and it is Customer's responsibility to update this location information via the HC Service's Web portal if the HC Service is used nomadically at a location other than the original installation site. To the fullest extent permitted by applicable law, Customer and its users are solely responsible for updating the registered locations from where the Service may be used to make VoIP 911 calls.

Without limiting any other limitation of liability set forth in these terms or the Standard Terms or any additional 911 terms set forth in these terms, the Service Order Form, the 911 Notice, or otherwise set forth within the Standard Terms, Customer agrees to the following with respect to any access or attempted access to 911 emergency services through the HC Services:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS AFFILIATES DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ANY OF THEIR NETWORK SERVICE PROVIDERS AND SUPPLIERS OR OTHER CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CONSOLIDATED OF THE CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S OR ANY USER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE HC SERVICE SYSTEMS).

Other:

THE SERVICES ARE SUBJECT TO AND CONTROLLED BY THE COMPANY'S STANDARD TERMS AND CONDITIONS OF SERVICE, SUCH ORDERS, RULINGS, AND TARIFFS NOW OR HEREAFTER ISSUED OR FILED WITH THE FEDERAL COMMUNICATIONS COMMISSION AND/OR THE APPLICABLE STATE REGULATORY AUTHORITIES IF AND TO THE EXTENT REQUIRED BY APPLICABLE LAWS, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE (COLLECTIVELY, THE "STANDARD TERMS"). IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF ANY SUCH STANDARD TERMS, THEN THE TERMS OF SUCH TARIFFS WILL APPLY TO THE EXTENT REQUIRED UNDER APPLICABLE LAWS. THE COMPANY'S TARIFFS, PRIVACY POLICIES AND THE STANDARD TERMS AND CONDITIONS OF SERVICE MAY BE FOUND AT [HTTP://WWW.CONSolidATED.COM](http://www.consolidated.com). IN ADDITION, HSI SERVICE IS SUBJECT TO AND CONTROLLED BY THE COMPANY'S ACCEPTABLE USE POLICY, COPYRIGHT INFRINGEMENT/REPEAT INFRINGER POLICY, ADDITIONAL SERVICES TERMS AND (IF APPLICABLE) RADIALPOINT'S END USER LICENSE AGREEMENT (ALL OF WHICH MAY BE FOUND AT [HTTP://WWW.CONSolidATED.COM](http://www.consolidated.com)).



Customer Initials