

ADDITIONAL TERMS AND CONDITIONS

This document contains Additional Terms and Conditions applicable to a Customer's Service and is incorporated by reference in Customer's Master Service Agreement ("MSA"). Capitalized terms in this Additional Terms and Conditions document will have the same meaning given to them in the MSA, unless a different definition is provided below.

1. **Credit.** Maryland Telephone Products Company Inc. (hereinafter "Maryland Telephone"), reserves the right to conduct a review of Customer's credit rating, credit history, and payment history at any time prior to the Effective Date and no more than once during: (1) the initial Service Term; and (2) each renewed Service Term, if any. Maryland Telephone may, as a condition of providing new Services or continuing to provide Service, require Customer to tender a deposit or advance payment (or to increase or renew the amount of an existing deposit or advance payment) if Maryland Telephone determines in its sole discretion that Customer's credit situation warrants such a measure, if there has been an adverse change in Customer's financial condition or business prospects since Maryland Telephone had previously reviewed credit, or if Customer has been late in paying any invoice. Such assurance of performance shall take the form of a deposit or advance payment (in Maryland Telephone's sole discretion) equal to the total of all estimated usage-based charges, Monthly Recurring Charges ("MRCs") and Non-Recurring Charges ("NRCs") for the applicable Service(s) for up to three (3) months or such lesser amount as Maryland Telephone otherwise requires. Notwithstanding anything to the contrary, Maryland Telephone shall have the right to commingle, invest, and/or use any deposit or advance payment provided pursuant to this Section, and shall not be liable to Customer for the payment or accrual of any interest thereon. Customer hereby grants Maryland Telephone a present and continuing security interest in and to, lien upon, and right of set-off against any and all amounts paid by Customer and held by Maryland Telephone pursuant to this Section. In the case of a deposit, Maryland Telephone shall be entitled to apply the deposit against any and all unpaid amounts that are past due, and shall refund to Customer any remaining amount still held as a deposit upon expiration or termination of this MSA. In the case of an advance payment, Maryland Telephone shall apply the advance payment against Customer's charges due under all Sales Order(s) over the series of months following receipt. Any request for a deposit or advance payment hereunder shall be honored by Customer within ten (10) business days of request by Maryland Telephone, and failure to remit such deposit or advance payment within the foregoing period shall constitute cause for Maryland Telephone to suspend all Services upon five (5) day's written or electronic notice in its sole discretion, in addition to any other rights and remedies it may have herein or at law or equity with respect to a breach of this MSA.
2. **Disputes.**
 - (a) **Disputed Charges.** If Customer reasonably and in good faith disputes any portion of Maryland Telephone's invoice, Customer shall, within thirty (30) days of the Payment Date, submit written or electronic notice to Maryland Telephone of such dispute, identifying in specific detail the reason for the dispute and the amount being disputed. Electronic notice of any dispute shall be sent to mbcook@mdtelephone.com. If Customer does not deliver such written or electronic notice within thirty (30) days of the Payment Date, the invoice will be deemed correct and Customer shall have waived its rights to dispute the invoice. Customer's dispute as to any portion of the invoice shall not excuse Customer's obligation to pay the undisputed portion of the invoice on time. The Parties shall negotiate in good faith to resolve any disputes within fifteen (15) days following Maryland Telephone's receipt of Customer's timely written or electronic notice. Any amounts that Maryland Telephone determines to be in error shall be adjusted on the next month's invoice (or if the disputed amount has already been paid, a credit shall be posted within a reasonable period of time after such determination). Any disputed amounts that Maryland Telephone determines to be correct as billed shall be due and payable by Customer, upon notification and demand by Maryland Telephone, along with any charges that Maryland Telephone may impose pursuant to the Agreement. Customer shall timely pay any undisputed amounts.
 - (b) **Collections.** In the event Customer fails to timely pay Maryland Telephone's invoice(s) as provided in Paragraph 7 of the MSA and Maryland Telephone refers the matter to an attorney or collections agency, Customer agrees to pay, in addition to all amounts due (including but not limited to late fees and interest pursuant to Paragraph 7 of the MSA), any and all costs and expenses incurred by Maryland Telephone in exercising its rights or remedies under this Agreement or in collecting and setting off money due under this Agreement or Maryland Telephone's invoices, including but not limited to reasonable attorney's fees, court costs, and collection agency fees.
 - (c) **Agreement to Arbitrate.** With the exception of Maryland Telephone's claim(s) for unpaid invoices per Paragraph 2(b) above, Maryland Telephone and Customer agree to settle any and all other previously unasserted claims, disputes or controversies arising out of or relating to this Agreement, exclusively by final and binding arbitration before a neutral Arbitrator in the State of Maryland, in accordance with the Maryland Uniform Arbitration Act, codified at Md. COURTS AND JUDICIAL PROCEEDINGS Code Ann. § 3-201, et. seq. Maryland Telephone and Customer agree to select a neutral Arbitrator by agreement and, if an agreement cannot be reached within two weeks of notice of a dispute by either Party, one Party or both of the Parties may petition the Circuit Court for Baltimore County, Maryland to appoint an Arbitrator pursuant to Md. COURTS AND JUDICIAL PROCEEDINGS Code Ann. § 3-211. Customer understands and agrees that if Customer files a lawsuit regarding a dispute arising

out of this Agreement, Maryland Telephone may use this Agreement in support of its request to the court to dismiss the lawsuit and require me to use arbitration. Customer agrees that Maryland Telephone may alter or terminate the terms of this Section on December 31 of any year upon 30 calendar days written notice to Customer, provided that all claims arising before the alteration or termination shall be subject to the Agreement in effect at the time the Arbitration Claim is filed. Notice may be given by posting a written notice by December 1 of each year.

- (d) Limitations. Maryland Telephone and Customer agree that any claim for a breach of this Agreement must be brought within one year of the alleged breach. Any claim brought in court or arbitration outside of one year of the alleged breach will be time-barred.

3. Termination.

- (a) If Customer cancels in whole or in part any Service before the Service Activation Date for such Service, Customer shall pay (as liquidated damages and not as a penalty) a cancellation charge ("Cancellation Charge") equal to: (i) the NRCs applicable to the Service(s) cancelled; (ii) one month's MRCs for the Service(s) cancelled; (iii) Maryland Telephone's reasonable internal costs incurred in attempting to fulfill Customer's Sales Order; and (iv) the aggregate fees, charges, expenses, and taxes payable by Maryland Telephone (including, but not limited to, liquidated damages, and disconnection, early cancellation or termination charges payable to third parties) in connection with the cancellation of the Service(s). Customer agrees that Maryland Telephone's entitlement to the Cancellation Charge is in addition to and does not limit any remedies at law or in equity that may be available to Maryland Telephone, including but not limited to injunctive and other equitable relief.
- (b) Maryland Telephone may terminate this Agreement (in whole or in part), cancel or terminate any and all Sales Orders (in whole or in part), or suspend Services without any liability at any time upon: (i) any failure of Customer to timely pay any and all amounts due hereunder that is not cured within five (5) business days following written or electronic notice thereof; (ii) any other breach by Customer of any provision of this Agreement that is not cured within fifteen (15) business days following written or electronic notice thereof; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer; or (iv) any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination. Notwithstanding the foregoing, with respect to Services or Service components to which usage-based charges apply, Maryland Telephone shall be entitled to suspend such Services or Service components on one (1) day's written or electronic notice with respect to any failure of Customer to timely pay any and all amounts due hereunder. In the event that Customer has multiple accounts with Maryland Telephone, a default under one account will be deemed a default under all accounts, and, in the event of a default, all Services under all accounts may be subject to suspension and/or termination.
- (c) Except as otherwise expressly provided in Subsection (a) above (relating to cancellations by Customer prior to the Service Activation Date of a particular Service), if (i) Customer cancels or terminates a Service under this Agreement or any Sales Order prior to the end of the Service Term, including any renewed Service Term(s), for any reason; or (ii) Maryland Telephone terminates this Agreement and/or any Sales Order(s) for any reason provided in Subsection (b) above or as otherwise expressly permitted by this Agreement, then in addition to any other rights or remedies available to Maryland Telephone hereunder, at law, or in equity, Customer shall pay Maryland Telephone early termination charges ("Early Termination Charges") (as liquidated damages and not as a penalty) equal to:
 - (1) all previously waived NRCs specified in the Agreement (as applicable);
 - (2) the aggregate fees, charges, expenses, and taxes payable by Maryland Telephone (including, but not limited to, liquidated damages, and disconnection, early cancellation or termination charges payable to third parties) in connection with the cancellation or termination of the Service(s); and
 - (3) all Monthly Charges specified in the Sales Order(s) for the remaining balance of the term of any Sales Order(s).
- (d) If any Service(s) is suspended or terminated by Maryland Telephone because of any non-payment or other breach of this Agreement by Customer, no service interruption shall be deemed to have occurred. If Maryland Telephone initiates legal action to pursue collection of any amount due under this Agreement, Customer shall be responsible for and agrees to pay for any and all reasonable attorneys' fees, collections fees, and expenses incurred by Maryland Telephone. If Customer cures the cause for a suspension of Service(s), Maryland Telephone may resume the Service(s) only after Customer has paid Maryland Telephone's then current charges for reinstating the Service(s). Maryland Telephone may terminate this Agreement if Customer does not cure the cause of a Service suspension or does not pay the requisite charges to resume the Service(s). In such event, Customer (in addition to any other remedy available to Maryland Telephone) will pay all Early Termination Charges that would apply as per Subsection (c) above.
- (e) Customer must continue to pay all charges for Services until any disconnection upon cancellation or early termination occurs. All Cancellation Charges and Early Termination Charges are due and payable within five (5) business days of the effective date of cancellation or termination, as applicable. Customer acknowledges and agrees that the Cancellation Charge and Early

Termination Charges are reasonable liquidated damages payable to Maryland Telephone, and do not represent or constitute a penalty, because actual damages would be difficult or impossible to ascertain. Upon cancellation, termination, or expiration of a Sales Order, Maryland Telephone shall owe Customer no further duties, obligations, or consideration; provided, however, that cancellation, termination, or expiration shall not affect the rights, obligations, or liabilities of either Party that have arisen before the date of cancellation, termination, or expiration.

4. **DISCLAIMER OF WARRANTIES.** MARYLAND TELEPHONE MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, INFRINGEMENT, TITLE, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICE PROVIDED OR NOT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS ARE HEREBY EXCLUDED AND DISCLAIMED. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS. FOR PURPOSES OF THIS SECTION AND ANY AND ALL OTHER DISCLAIMERS OF WARRANTIES SET FORTH IN THIS AGREEMENT, ALL REFERENCES TO A PARTY HERETO SHALL INCLUDE ITS AFFILIATES, AGENTS, SUPPLIERS, OTHER CONTRACTORS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES.

5. **LIMITATION OF LIABILITY.** (a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MARYLAND TELEPHONE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES WITH RESPECT TO ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT OR ANY OTHER BUSINESS LOSS INCLUDING GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR SERVICES, DOWNTIME COSTS AND CLAIMS OF CUSTOMER FOR SUCH DAMAGES, REGARDLESS OF WHETHER DAMAGES ARE CAUSED BY WILLFUL MISCONDUCT, NEGLIGENT ACT OR OMISSION, OR OTHER WRONGFUL ACT ARISING FROM OR RELATED TO THIS AGREEMENT AND REGARDLESS OF WHETHER MARYLAND TELEPHONE WAS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. (b) MARYLAND TELEPHONE SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE AND MAINTAIN EACH SERVICE TO CUSTOMER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR THE FAILURE OR NON-PERFORMANCE OF MARYLAND TELEPHONE AND/OR ANY SERVICE SHALL BE AS SET FORTH EXPRESSLY IN THE AGREEMENT. (c) REGARDLESS OF ANY OTHER PROVISION OF THIS AGREEMENT, MARYLAND TELEPHONE'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS, EXPENSE, OR DAMAGE ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM ACTUALLY PAID BY CUSTOMER TO MARYLAND TELEPHONE FOR THE AFFECTED SERVICE TO WHICH THE CLAIM, LOSS, EXPENSE OR DAMAGE RELATES DURING THE THREE (3) MONTH PERIOD PRECEDING THE DATE SUCH CLAIM, LOSS, EXPENSE OR DAMAGE FIRST AROSE. (d) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MARYLAND TELEPHONE SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY CATASTROPHIC STORMS OR FLOODS, FIRES, LIGHTNING, EARTHQUAKES OR OTHER ACTS OF GOD, WARS, CIVIL DISTURBANCES, REVOLTS, INSURRECTIONS, TERRORIST ACTIVITY, SABOTAGE, THEFT, VANDALISM, TRANSPORTATION, DISASTERS, EXPLOSIONS, OR OTHER EVENT OF CASUALTY (HEREINAFTER A "FORCE MAJEURE EVENT.") (e) THE FOREGOING LIMITATIONS ARE IN ADDITION TO (AND NOT IN LIEU OF) ANY LIMITATIONS SET FORTH ELSEWHERE IN THE AGREEMENT, AND THEY APPLY TO ALL CAUSES OF ACTION AND CLAIMS OF ANY KIND BY ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OR ANY OTHER TORT. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING LIMITATIONS OF LIABILITY. FOR PURPOSES OF THIS SECTION AND ANY AND ALL OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, ALL REFERENCES TO A PARTY HERETO SHALL INCLUDE ITS AFFILIATES, AGENTS, SUPPLIERS, OTHER CONTRACTORS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES.

6. **Excusable Delay or Failure.** Neither Party will be in default or otherwise liable for any service outage, other interruption or unavailability of service, delay, or failure of its performance under the Agreement (except with respect to payment obligations hereunder for Services) to the extent such service outage, other interruption or unavailability of service, delay, or failure arises by reason of a Force Majeure Event, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, action or inaction of a supplier or other third party, inability to secure materials, labor or transportation, or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected Party (each constituting an "Excusable Delay or Failure"). Any such Excusable Delay or Failure shall suspend the Agreement, as applicable, until the Excusable Delay or Failure ceases.

7. **Indemnity.** Customer shall protect, defend, indemnify, and hold harmless Maryland Telephone, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to: (i) damage to property, personal injury or death caused by Customer's fault or negligence; (ii) any breach by Customer of this Agreement; and (iii) Customer's use of the Services. Customer acknowledges the full Indemnity provisions as set forth in the applicable Service Exhibits.

8. **General.**
 - (a) *Assignment.* Maryland Telephone may assign this Agreement, in whole or in part, to any subsidiary, parent, or affiliated

Maryland Telephone, or to a successor Maryland Telephone pursuant to any reorganization or merger of its business, or to any successor pursuant to any sale or transfer of all or substantially all of its assets. Any other assignment by either Party without the prior written consent of the other Party (which consent will not be unreasonably withheld or denied) shall be null and void and, in the case of an unauthorized assignment by Customer, shall entitle Maryland Telephone to suspend the provision of Services provided hereunder without liability and without notice and shall otherwise constitute a breach of this Agreement. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assignees of each Party.

- (b) *Governing Law.* This Agreement is deemed to be made in the State of Maryland and will be governed by the laws of the State of Maryland, without regard to choice of law provisions. Subject to the arbitration requirements of Section 2(c) of this Additional Terms and Conditions and Section 8(e) of the MSA, the Parties further consent to exclusive jurisdiction and venue in the State and federal courts located in the state of Maryland for any collections action brought by Maryland Telephone against Customer for any unpaid invoice(s). Each Party waives all defenses of lack of personal jurisdiction and forum non-convenience. Process may be served on either Party in the manner authorized by applicable law or court rule.
- (c) *Construction; Severability.* In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision is declared invalid by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.
- (d) *Waiver.* Failure of either Party to enforce any of the provisions of or its rights under this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights.
- (e) *Confidentiality.* Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except to the other Party's benefit and in performance of its obligations under this Agreement, and not to disclose such information to third parties (other than, as determined by the receiving Party in good faith, those contractors, agents, advisors, and attorneys with a "need to know" and who are subject to obligations that will similarly limit the use and disclosure of the information). Each Party further agrees to use the same means to protect Confidential Information of the other Party as it uses for its own confidential information, provided that in no event shall a Party use less than reasonable care. "Confidential Information" includes not only proprietary or confidential information that is marked or otherwise identified as such, but also information that should reasonably be expected to be considered confidential or proprietary by the disclosing Party regardless of marking or identification. Confidential Information shall not include any information that: (i) is now or becomes available in the public domain through no breach of this Agreement; (ii) can be shown through documented evidence to have been in the possession of the receiving Party as of the date of execution hereof or prior to the date of disclosure by the disclosing Party; (iii) can be shown through documented evidence to have been independently learned by the receiving Party from a third party without breach of this Agreement; (iv) can be shown through documented evidence to have been independently developed by the receiving Party; or (v) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving Party. Confidential Information is and shall remain the sole and exclusive property (or, where applicable, valid license) of the disclosing Party. The Parties acknowledge that unauthorized disclosure or use of any Confidential Information could cause irreparable harm and significant injury to the disclosing Party, the extent and consequences of which may be difficult to assess. Therefore, if a Party believes its Confidential Information may be, or has been, disclosed contrary to the terms of this Section, that Party shall be entitled to seek specific performance, injunctive and/or other equitable relief by a court of competent jurisdiction as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any exercise by the non-breaching Party of its right to equitable relief or specific performance shall not constitute a waiver by the non-breaching Party of any other rights which it may have to monetary damages or other relief. Notwithstanding the requirements and obligations of this Section: (1) Customer expressly consents to Maryland Telephone's sharing of information only with its affiliates and authorized agents for purposes of offering Customer additional products and services (subject to Customer being entitled to withdraw such consent at any time upon written notice); and (2) Maryland Telephone shall have the right to issue a press release and/or otherwise publicly disclose that it has entered into an agreement to provide services to Customer.
- (f) *Third Party Beneficiaries.* The representations, covenants, obligations, rights, and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this Agreement including, without limitation, Customer's employees, users, and customers. Maryland Telephone shall have no relationship with any third party that may obtain access to the Services through Customer. Customer further acknowledges and agrees that no fiduciary relationship arises under this Agreement or any Sales Order.
- (g) *Headings; Interpretation.* The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement. This Agreement shall be construed fairly according to its terms, without regard to the drafter of any provision hereof.

- (h) *Use of Customer Proprietary Network Information ("CPNI").* Maryland Telephone is committed to protecting the confidentiality of Customer's telecommunications service information, and has the duty to do so under Federal law. Federal law gives Customer a right to protection of all information pertaining to the services received from Maryland Telephone, such as how many circuits are used, the types of lines used, technical characteristics, classes of service, and related billing information. From time to time, Maryland Telephone, its affiliates or agents may have the opportunity to offer products and services that will better meet Customer's needs by using information about the services already being purchased from Maryland Telephone. Use of service-related information for this purpose may enhance Maryland Telephone's ability to make Customer aware of new or alternative products and services that are tailored to Customer's needs. Maryland Telephone may also use CPNI for purposes of making customer aware of new software, hardware or customer premises equipment. By signing this Agreement, Customer expressly consents to allow Maryland Telephone, its affiliates and agents to use CPNI as described in this paragraph.
- (i) *Access to and Use of Customer Proprietary Network Information (CPNI) by Third Parties.* If Customer Subscribed to Maryland Telephone's service through the use of an independent contractor or a third party, Maryland Telephone may share Customer's CPNI (see subsection h above for a definition of "CPNI") with such third parties for administrative, customer service and billing purposes. For purposes of illustration only, the compensation of such entities may be tied to the amount of the Customer's use of Maryland Telephone's service. In such instances and in other circumstances, Maryland Telephone may share CPNI with these third parties. By signing this Agreement, Customer expressly consents to allow Maryland Telephone to share CPNI with third parties and to allow such third parties to use CPNI as described in this paragraph.
- (j) *Acceptable Use.* Customer and any and all third parties obtaining access to the Services through Customer shall comply with Maryland Telephone's Acceptable Use Policy (the "AUP"). The current, complete AUP is available for review at <https://www.mdtelephone.com/resources/documents/cloud-solutions/>. Maryland Telephone reserves the right to amend the AUP from time to time and to suspend the affected Services effective upon notice for a violation of the AUP. Customer shall be responsible to ensure compliance on the part of its employees, its contractors, and all other third parties obtaining access to the Services through Customer, and agrees to indemnify, defend, and hold harmless Maryland Telephone from any losses, damages, costs or expenses resulting from any liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising out of or relating to any alleged or actual violation of the AUP by Customer or any user or other third party obtaining access to the Service through Customer.
- (k) *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior offers, communications, representations, understandings, and agreements, whether verbal or written, made between the Parties. Maryland Telephone shall not be bound by any provision in any purchase order, confirmation, correspondence or other communication from Customer which is at variance with, in addition to, seeks to define or clarify, and/or conflicts with any provision of this Agreement, unless such variance, addition, definition/clarification, or conflict is specifically identified in a written agreement signed by Customer and Maryland Telephone which expressly references the appropriate provision of this Agreement. The order of precedence in interpretation shall be (i) a Service Exhibit, (ii) a Statement of Work, (iii) this Agreement; and then (iv) a Sales Order. Except as expressly provided herein or therein, this Agreement, each Statement of Work, each Service Exhibit, or any Sales Order may be modified only in writing signed by both Parties.
- (l) *Counterparts and Drafting.* This Agreement may be executed in one or more counterparts, whether by original, photocopy or facsimile, each of which shall constitute an original, but all of which shall constitute one and the same instrument. This Agreement has been negotiated between and jointly drafted by Maryland Telephone and Customer.
- (m) *Independent Contractors.* Except as specifically and expressly provided herein, the Parties shall be considered independent contractors for the purposes of this Agreement. The relationship between Maryland Telephone and Customer shall not be that of partners, agents, or joint ventures for one another, and nothing in this Agreement shall be deemed to constitute a partnership, agency agreement, or joint venture between them for any purpose whatsoever.
- (n) *Survival.* Provisions contained in this Agreement that by their sense and context are intended to survive completion, performance, termination, suspension, cancellation, or expiration of this Agreement shall survive.

SERVICE EXHIBIT – MANAGED TELEPHONY

The Parties agree that the following terms are incorporated into the Agreement and apply to the provision and use of Maryland Telephone's suite of Managed Telephony products which include, but are not limited to, Hosted PBX Office. Any capitalized terms not defined herein will have the meanings ascribed to them the in Agreement.

1. Service Installation. Customer will arrange to grant at no cost to Maryland Telephone and its agents and contractors all access to and use of Customer's facilities (including appropriate space, power, and environmental conditions) to the extent reasonably necessary for Maryland Telephone | 1014 Cromwell Bridge Road | Towson, MD 21286 | 410.832.7200 | www.mdtelephone.com

the installation, connection, provision, removal, and maintenance of equipment, facilities, and systems by Maryland Telephone and its suppliers (collectively, "Maryland Telephone-Provided Equipment") relating to Services. Customer will not allow or cause any Maryland Telephone-Provided Equipment to be rearranged, moved, modified, repaired or relocated without Maryland Telephone's written consent, nor will Customer create or allow any liens or other encumbrances to be placed on any such Maryland Telephone- Provided Equipment. All Maryland Telephone-Provided Equipment will be provided for the sole purpose of use in connection with the Service(s), shall remain the exclusive property of Maryland Telephone or its supplier, respectively, and shall be immediately returned to Maryland Telephone upon termination of the Service(s) to which the equipment relates. Customer shall be responsible for ensuring that any Maryland Telephone-Provided Equipment is maintained in a secure location, and Customer shall be fully liable for any and all costs and charges associated with damage to or loss of Maryland Telephone-Provided Equipment including, but not limited to, all costs associated with replacement equipment, facilities, and systems.

2. Service Implementation.

(a) *IP Addresses:* If necessary, Maryland Telephone will provide a mutually agreeable number of public IP address assignments to Customer for use solely in connection with the Service. Customer shall not obtain any property or other proprietary interest in any IP address assignments provided hereunder, and Maryland Telephone may at any time withdraw or reclaim any IP address(es) and provide alternative IP address assignments for use in connection with the Service.

(b) *Line Number Management*: Maryland Telephone will make commercially reasonable efforts to provide telephone numbers where available, but does not guarantee the availability of any numbering resource in connection with the Service. Where Customer desires to provide and/or port its own pre-existing telephone numbers to the Service, Maryland Telephone shall be entitled in its sole discretion to reject any telephone numbers proposed to be supplied by Customer; provided, however, that Maryland Telephone shall provide Customer upon request with a written explanation as to the reasons for such rejection. Based exclusively upon information provided by Customer, and subject to Section 7 and Emergency Calling Notice of 911 and E911 Service Limitations incorporated herein in all respects, Maryland Telephone will register telephone numbers provided to Customer for use in connection with the Service with the appropriate 911 authority. Maryland Telephone will also assist in the porting of Customer's telephone numbers and/or the assignment of new telephone numbers as applicable and where available, and both Parties agree and understand that Customer shall retain all right, title, and interest to such telephone numbers after the termination of this Agreement. Where number porting is available, Customer agrees to comply with all applicable statutes, rules, regulations, orders, and industry standards relating to number porting. Prior to each number portability request, Customer shall submit a valid letter of authorization ("LOA") on a form acceptable to Maryland Telephone that has been executed by an authorized Customer contact. Maryland Telephone will not activate a telephone number and associated Service(s) without a valid LOA and other documentation as reasonably necessary to effectuate a port; Maryland Telephone shall be entitled in its sole discretion to deny porting any number where it believes that the authenticity or validity of the LOA or other documentation is questionable. For each porting request, in addition to any other charges applicable to the Service, Customer shall pay porting charges to Maryland Telephone. Customer shall protect, defend, indemnify, and hold harmless Maryland Telephone, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid LOAs or other documentation relating to number portability.

(c) *Service Configuration*: Based upon Customer's completed configuration questionnaire and available product features and capabilities, Maryland Telephone will configure the Service for Customer (including, but not limited to, call-flow configuration) prior to the installation of Services; provided, however, that Customer shall have sole responsibility for configuration with respect to all of its own Customer Equipment, Third Party Equipment, and other networks, systems, equipment, facilities, or property not provided by Maryland Telephone.

(d) *Service Limitations*: Customer's use of "unlimited" local and domestic long distance calling as a feature of the Service at the MRC stated in the Sales Order presumes industry standard utilization of such features by commercial customers or based on comparison of such use to other Maryland Telephone customers as determined by Maryland Telephone in its sole discretion. In the event that Customer makes excessive use of the local and long distance calling feature as determined by reference to industry standard utilization, Maryland Telephone shall be entitled in its sole discretion to assess additional charges with respect to such excess utilization and/or suspend the Service. Customers utilizing auto-dialing technology (e.g., predictive dialers) will also be subject to additional charges and/or suspension of the Service in Maryland Telephone's sole discretion.

3. Fraud. Customer shall not be excused from paying for Services on the basis that fraudulent calls or other usage of the Service comprised a portion (or all) of Customer's utilization of the Service. Customer shall protect, defend, indemnify, and hold harmless Maryland Telephone, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to fraudulent calls or usage of the Service to the extent that the person or entity claiming the calls or usage to be fraudulent is (or had been at the time of the call or usage) a user or other person or entity that would have had access to the Service through Customer. Maryland Telephone shall be entitled to take immediate action without notice or liability to Customer as it deems necessary in its sole discretion to prevent fraudulent calls or other usage of the Service; provided, however, that Maryland Telephone is under no obligation to undertake such action.

4. Relocation of Services. If, during the term of this Agreement, Customer moves from the location that their Service was originally installed in, the following conditions will apply:

(a) Customer will pay Maryland Telephone's then-current non-recurring charges for Professional Services to facilitate the move of Maryland Telephone Services for customer. The Professional Services provided will include:

- (1) Maryland Telephone's provisioning of new Maryland Telephone-provided equipment (including, but not limited to, switches and routers)
- (2) Installation of the new Maryland Telephone-provided equipment at customer's new location prior to the move.
- (3) Reclamation of the existing Maryland Telephone-provided equipment from Customer's old location after the move.
- (4) Maryland Telephone Project Management will coordinate Maryland Telephone resources needed for the move, update directory listings, and update emergency services (i.e. E911) with the applicable changes.

(b) Customer will be required to move any Maryland Telephone-provided telephone handsets and any and all Customer-provided equipment, as well as any Third Party-provided equipment provided directly to Customer by any Third Party.

(c) If Maryland Telephone is required to terminate the access facilities (including, but not limited to, T-1s, DS3s, fiber, etc.) at Customer's old location and install new access facilities into a new location, Customer agrees to pay any non-recurring charges assessed to Maryland Telephone for such reconfiguration. Additionally, Customer acknowledges that Maryland Telephone's costs for access facilities are based on geography, and in the event of such a move Maryland Telephone's monthly-recurring cost for the new access facilities may be greater than the cost of the current access facilities. In the event that the monthly recurring cost of the new access facilities is greater than the current cost, Maryland Telephone reserves the right to charge customer an additional access fee, and Customer agrees to pay such fee.

5. Operating and Performance Matters. Any failure of performance or delay attributable to Customer or Customer's agents, representatives, or other contractors, or any failure, incompatibility, or unavailability on the part of Customer Equipment or network, facilities, or systems provided by Customer's other contractors ("Third Party Equipment"), shall not serve to delay the Service Activation Date or otherwise excuse Customer from being required to make payment for the Service at such time as Maryland Telephone would be ready to provide the Service, regardless of whether Customer is ready to use the Service. In the event that Maryland Telephone installs dedicated connectivity between Maryland Telephone and Customer, including, but not limited to, DSL, T-1s, DS3s, Ethernet services, and fiber connectivity ("Dedicated Access"), and there has been any delay attributable (in Maryland Telephone's sole discretion) to Customer that delays the Service Activation date for more than five (5) business days past the date of the installation of the Dedicated Access, Maryland Telephone reserves the right to begin invoicing Customer for the Dedicated Access, and Customer agrees to pay for such charges. Following the Service Activation Date, Maryland Telephone will provide as much advance telephonic, written, or electronic notice as reasonably practicable with regard to any scheduled maintenance with respect to the Services. Notwithstanding the foregoing, in the event of an emergency, Maryland Telephone shall have the right to perform maintenance and/or restoration of its network (the "Maryland Telephone Network"), Maryland Telephone-Provided Equipment, and the Services, and will make commercially reasonable efforts to notify Customer (by whatever means) as soon as reasonably practicable thereafter. Maryland Telephone will provide to Customer procedures and processes for reporting repair, problem, and maintenance requirements associated with the Services. If, upon responding to a Customer-initiated service call, Maryland Telephone determines that the source of the trouble or failure is a failure, malfunction, or inadequacy on the part of Customer, Customer's Equipment, or any other of Customer's suppliers or contractors or Third Party Equipment, Customer shall compensate Maryland Telephone at its then-prevailing rates for time and materials expended during the service call. Customer's sole and exclusive remedies with respect to any failure or delay of Maryland Telephone in providing any Service shall be as set forth expressly in an applicable Amendment, Service Exhibit, or Statement of Work.

6. Reduction in Services. Many of Maryland Telephone's products include Dedicated Access. Per unit pricing on any item is extended to Customer based on the quantities identified on a Sales Order. If at any time during the implementation process, or after the Service Activation Date, Customer reduces the quantity of any ordered Service by greater than five percent (5%), Maryland Telephone reserves the right to either (a) bill Customer for the quantity of Services as defined on the signed Sales Order, or b) increase the MRC of any Service(s).

7. Representations and Warranties Associated with Emergency Calling Services. The following section applies ONLY TO "INTERCONNECTED VOIP SERVICES" AS DEFINED BY THE FCC IN 47 C.F.R. § 9.3, I.E., TO THOSE SERVICES THAT ALLOW FOR TWO-WAY – ORIENTATION AND TERMINATION – OF REAL-TIME, VOICE TELEPHONE CALLS ON THE PUBLIC SWITCHED TELEPHONE NETWORK USING A BROADBAND INTERCONNECTION AND SPECIALIZED CUSTOMER PREMISES EQUIPMENT. CUSTOMER IS AWARE THAT E911 SERVICE PROVIDED BY MARYLAND TELEPHONE DIFFERS IN IMPORTANT WAYS FROM TRADITIONAL WIRELINE E911 SERVICE AND SUCH LIMITATIONS ARE DESCRIBED THROUGHOUT THIS SECTION.

(a) Emergency calling services ("911 Services") are provided with the Service. Customer is also responsible for the payment of any and all applicable surcharges relating to the provision of 911 Services that may be due to any municipality, state, or other jurisdiction. Although Maryland Telephone will endeavor to complete emergency calls placed by a user through Customer's Service (provided that such calls are delivered to Maryland Telephone's Network), such calls will be delivered to the appropriate Public Safety Answering Point ("PSAP") based upon the Registered Location information associated with the originating telephone number as provided by Customer.

(b) 911 SERVICES ARE OFFERED SOLELY AS AN AID IN CONTACTING AN APPROPRIATE PSAP IN CONNECTION WITH FIRE, POLICE, AND OTHER EMERGENCIES. MARYLAND TELEPHONE AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, SUITS, OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED, OR ASSERTED BY CUSTOMER, OR BY ANY OTHER PARTY OR PERSON OR ENTITY FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS, OR FOR ANY LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY: (1) MISTAKES, OMISSIONS, INTERRUPTIONS, SERVICE OUTAGES, DELAYS, ERRORS, OR OTHER DEFECTS IN THE

PROVISION OF 911 SERVICES, OR (2) INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION, LOCATION, OR USE OF ANY EQUIPMENT AND FACILITIES FURNISHING THE SERVICE.

(c) MARYLAND TELEPHONE MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO THE 911 SERVICES, AND ALL REPRESENTATIONS, WARRANTIES OR AGREEMENTS ARE HEREBY EXCLUDED AND DISCLAIMED. MARYLAND TELEPHONE IS ALSO NOT RESPONSIBLE FOR ANY INFRINGEMENT OR INVASION OF PRIVACY OF ANY PERSON OR PERSONS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION, LOCATION, OR USE OF 911 SERVICES AND THE EQUIPMENT ASSOCIATED THEREWITH, OR BY ANY SERVICES FURNISHED BY MARYLAND TELEPHONE INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF THE TELEPHONE NUMBER, ADDRESS, OR NAME ASSOCIATED WITH THE PHONE, SYSTEM, OR HANDSET USED BY THE PARTY OR PARTIES ACCESSING 911 SERVICES, AND WHICH ARISE OUT OF THE NEGLIGENCE OR OTHER WRONGFUL ACT OF MARYLAND TELEPHONE, ITS SUPPLIERS, CUSTOMER, ITS USERS, ANY AGENCIES OR MUNICIPALITIES, OR THE EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING.

(d) CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS MARYLAND TELEPHONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITIES, ALLEGATIONS, CLAIMS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS), JUDGMENTS, AND CAUSES OF ACTION ARISING FROM OR RELATED TO MARYLAND TELEPHONE'S PROVISION OF E911 SERVICE.

(e) By signing the Agreement, in addition to agreeing to all other terms and conditions, Customer is expressly acknowledging that Customer understands all of the limitations associated with Maryland Telephone's provision of E911 service and agrees to all of the limitations described herein.

(f) Customer agrees to execute Maryland Telephone's then current "Emergency Calling Notice of 911 and E911 Service Limitations". Maryland Telephone will not provision any Managed Telephony Services without a fully executed "Emergency Calling Notice of 911 and E911 Service Limitations".

8. Responsibilities. In addition to any Service-specific responsibilities set forth in the applicable Statement of Work, another Service Exhibit, or elsewhere in the Agreement, Customer acknowledges and agrees that: (a) Customer shall comply with all applicable laws, rules, and regulations relating to Customer's business operations; (b) Customer is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, letters of authorization, and other consents and waivers necessary for installation and activation of all network, systems, facilities, and equipment necessary for Maryland Telephone to provide the Service and for Customer to make use of the Service; and (c) networks, equipment, facilities, and systems used by Customer or Customer's agents, other contractors, employees or users in connection with any Service shall not: (i) interfere with or impair service over Maryland Telephone-Provided Equipment; (ii) impair the privacy of any communications carried over Maryland Telephone's Services; or (iii) create hazards to the employees, agents, or contractors of Maryland Telephone or to the public. In addition to any other remedies available hereunder, Maryland Telephone may, in its sole discretion and without liability, suspend Service without notice if Customer does not comply with the foregoing sentence. Under no circumstances shall the Service be resold by Customer, and Maryland Telephone shall have no liability to Customer's employees, users, or any other third parties accessing the Service through Customer.

9. Indemnity. Customer shall protect, defend, indemnify, and hold harmless Maryland Telephone, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to: (i) claims by Customer's employees, users, or any other third party accessing a Service through Customer; (ii) damage to property, personal injury or death caused by Customer's fault or negligence; (iii) claims that the content of any communication or transmission through a Service infringes or misappropriates the intellectual property right of any third party; (iv) any breach of this Agreement by Customer; (v) Customer's use of a Service (vi) fraudulent calls or usage of a Service to the extent that the person or entity claiming the calls or usage to be fraudulent is (or had been at the time of the call or usage) a user or other person or entity that would have had access to the Service through Customer; (vii) causes of action (including, but not limited to, any "slamming claims") arising from or related to Customer's use or failure to use or provide valid Letters of Agency ("LOAs") or other documentation relating to number portability; (viii) causes of action arising out of or relating to any alleged or actual violation of the AUP by Customer or any user or other third party obtaining access to a Service through Customer; or (viii) causes of action arising from or related to Maryland Telephone's provision of E911 services.

SERVICE EXHIBIT – MANAGED NETWORKS

The Parties agree that the following terms are incorporated into the Agreement and apply to the provision and use of Maryland Telephone's suite of Managed Network products which include, but are not limited to, Managed WAN, Managed Firewall and VPN Services. Any capitalized terms not defined herein will have the meanings ascribed to them in the Agreement.

1. **Service Installation.** Customer will arrange to grant at no cost to Maryland Telephone and its agents and contractors all access to and use of Customer's facilities (including appropriate space, power, and environmental conditions) to the extent reasonably necessary for the installation, connection, provision, removal, and maintenance of equipment, facilities, and systems by Maryland Telephone and its suppliers (collectively, "Maryland Telephone-Provided Equipment") relating to Services. Customer will not allow or cause any Maryland Telephone-Provided Equipment to be rearranged, moved, modified, repaired or relocated without Maryland Telephone's written consent, nor will Customer create or allow any liens or other encumbrances to be placed on any such Maryland Telephone- Provided Equipment. All Maryland Telephone-Provided Equipment will be provided for the sole purpose of use in connection with the Service(s), shall remain the exclusive property of Maryland Telephone or its supplier, respectively, and shall be immediately returned to Maryland Telephone upon termination of the Service(s) to which the equipment relates. Customer shall be responsible for ensuring that any Maryland Telephone-Provided Equipment is maintained in a secure location, and Customer shall be fully liable for any and all costs and charges associated with damage to or loss of Maryland Telephone-Provided Equipment including, but not limited to, all costs associated with replacement equipment, facilities, and systems.

2. **Service Implementation.**

(a) *IP Addresses:* If necessary, Maryland Telephone will provide a mutually agreeable number of public IP address assignments to Customer for use solely in connection with the Service. Customer shall not obtain any property or other proprietary interest in any IP address assignments provided hereunder, and Maryland Telephone may at any time withdraw or reclaim any IP address(es) and provide alternative IP address assignments for use in connection with the Service.

(b) *Service Configuration:* Maryland Telephone will configure the Service for Customer prior to the installation of Services; provided, however, that Customer shall have sole responsibility for configuration with respect to all of its own Customer Equipment, Third Party Equipment, and other networks, systems, equipment, facilities, or property not provided by Maryland Telephone.

3. **Relocation of Services.** If, during the term of this Agreement, Customer moves from the location that their Service was originally installed in, the following conditions will apply:

(a) Customer will pay Maryland Telephone's then-current non-recurring charges for Professional Services to facilitate the move of Maryland Telephone Services for customer. The Professional Services provided will include:

(1) Maryland Telephone's provisioning of new Maryland Telephone-provided equipment (including, but not limited to, switches and routers)

(2) Installation of the new Maryland Telephone-provided equipment at customer's new location prior to the move.

(3) Reclamation of the existing Maryland Telephone-provided equipment from Customer's old location after the move.

(b) Customer will be required to move any and all Customer-provided equipment, as well as any Third Party-provided equipment provided directly to Customer by any Third Party.

(c) If Maryland Telephone is required to terminate the access facilities (including, but not limited to, T-1s, DS3s, fiber, etc.) at Customer's old location and install new access facilities into a new location, Customer agrees to pay any non-recurring charges assessed to Maryland Telephone for such reconfiguration. Additionally, Customer acknowledges that Maryland Telephone's costs for access facilities are based on geography, and in the event of such a move Maryland Telephone's monthly-recurring cost for the new access facilities may be greater than the cost of the current access facilities. In the event that the monthly recurring cost of the new access facilities is greater than the current cost, Maryland Telephone reserves the right to charge customer an additional access fee, and Customer agrees to pay such fee.

4. **Operating and Performance Matters.** Any failure of performance or delay attributable to Customer or Customer's agents, representatives, or other contractors, or any failure, incompatibility, or unavailability on the part of Customer Equipment or network, facilities, or systems provided by Customer's other contractors ("Third Party Equipment"), shall not serve to delay the Service Activation Date or otherwise excuse Customer from being required to make payment for the Service at such time as MARYLAND TELEPHONE would be ready to provide the Service, regardless of whether Customer is ready to use the Service. In the event that Maryland Telephone installs dedicated connectivity between Maryland Telephone and Customer, including, but not limited to, DSL, T- 1s, DS3s, Ethernet services, and fiber connectivity ("Dedicated Access"), and there has been any delay attributable (in Maryland Telephone's sole discretion) to Customer that delays the Service Activation date for more than five (5) business days past the date of the installation of the Dedicated Access, Maryland Telephone reserves the right to begin invoicing Customer for the Dedicated Access, and Customer agrees to pay for such charges. Following the Service Activation Date, Maryland Telephone will provide as much advance telephonic, written, or electronic notice as reasonably practicable with regard to any scheduled maintenance with respect to the Services. Notwithstanding the foregoing, in the event of an emergency, Maryland Telephone shall have the right to perform maintenance and/or restoration of its network (the "Maryland Telephone Network"), Maryland Telephone-Provided Equipment, and the Services, and will make commercially reasonable efforts to notify Customer (by whatever means) as soon as reasonably practicable thereafter. Maryland Telephone will provide to Customer procedures and processes for reporting repair, problem, and maintenance requirements associated with the Services. If, upon responding to a Customer-initiated service call, Maryland Telephone determines

that the source of the trouble or failure is a failure, malfunction, or inadequacy on the part of Customer, Customer's Equipment, or any other of Customer's suppliers or contractors or Third Party Equipment, Customer shall compensate Maryland Telephone at its then-prevailing rates for time and materials expended during the service call. Customer's sole and exclusive remedies with respect to any failure or delay of Maryland Telephone in providing any Service shall be as set forth expressly in an applicable Amendment, Service Exhibit, or Statement of Work.

5. Reduction in Services. Many of Maryland Telephone's products include Dedicated Access. Per unit pricing on any item is extended to Customer based on the quantities identified on a Sales Order. If at any time during the implementation process, or after the Service Activation Date, Customer reduces the quantity of any ordered Service by greater than five percent (5%), Maryland Telephone reserves the right to either (a) bill Customer for the quantity of Services as defined on the signed Sales Order, or b) increase the MRC of any Service(s).

6. Responsibilities. In addition to any Service-specific responsibilities set forth in the applicable Statement of Work, another Service Exhibit, or elsewhere in the Agreement, Customer acknowledges and agrees that: (a) Customer shall comply with all applicable laws, rules, and regulations relating to Customer's business operations; (b) Customer is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, letters of authorization, and other consents and waivers necessary for installation and activation of all network, systems, facilities, and equipment necessary for Maryland Telephone to provide the Service and for Customer to make use of the Service; and (c) networks, equipment, facilities, and systems used by Customer or Customer's agents, other contractors, employees or users in connection with any Service shall not: (i) interfere with or impair service over Maryland Telephone-Provided Equipment; (ii) impair the privacy of any communications carried over Maryland Telephone's Services; or (iii) create hazards to the employees, agents, or contractors of Maryland Telephone or to the public. In addition to any other remedies available hereunder, Maryland Telephone may, in its sole discretion and without liability, suspend Service without notice if Customer does not comply with the foregoing sentence. Under no circumstances shall the Service be resold by Customer, and Maryland Telephone shall have no liability to Customer's employees, users, or any other third parties accessing the Service through Customer.

7. Indemnity. Customer shall protect, defend, indemnify, and hold harmless Maryland Telephone, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to: (i) claims by Customer's employees, users, or any other third party accessing a Service through Customer; (ii) damage to property, personal injury or death caused by Customer's fault or negligence; (iii) claims that the content of any communication or transmission through a Service infringes or misappropriates the intellectual property right of any third party; (iv) any breach of this Agreement by Customer; (v) Customer's use of a Service; or (vi) causes of action arising out of or relating to any alleged or actual violation of the AUP by Customer or any user or other third party obtaining access to a Service through Customer; or (viii) causes of action arising from or related to Maryland Telephone's provision of E911 services.

SERVICE EXHIBIT – PROFESSIONAL SERVICES

The Parties agree that the following terms are incorporated into the Agreement and apply to the provision and use of Maryland Telephone's Professional Services offerings. Any capitalized terms not defined herein will have the meanings ascribed to them in the Agreement.

1. **Services, Deliverables, and Scope of Work.** Maryland Telephone agrees to provide Services and/or deliverables ("Deliverables") to Customer as they are described in the applicable Statements of Work ("SOW") as are executed in writing from time to time by Maryland Telephone and Customer. Each SOW shall contain a description of the projects to be accomplished by Maryland Telephone, the Deliverables and documentation, if any, to be produced by Maryland Telephone, a schedule of performance, a schedule of payments, and a statement of Maryland Telephone's rates for performance and completion of the work. Each SOW shall become part of this Agreement upon execution by both Parties.
2. **Personnel and Project Management.** Maryland Telephone will appoint a project manager for each project to act as liaison between Customer and Maryland Telephone. Customer shall also designate a project manager for each project who shall act as a liaison between Maryland Telephone and Customer, and who shall be capable of making and authorized to make project-related decisions on behalf of Customer. Maryland Telephone has the right to (a) control and direct the means, manner, and method by which the Services are performed and (b) to perform the Services at any place or location and at such time as Maryland Telephone may reasonably determine. From time to time, Maryland Telephone may engage third party independent contractors or consultants to aid Maryland Telephone in performing Maryland Telephone's duties under this Agreement. Maryland Telephone shall have the right to control its personnel and to determine who works on projects pursuant to this Agreement.

3. **Fees, Expenses, Records, and Taxes.** Each SOW shall set forth the fees due for the Services and Deliverables to be provided. Except as otherwise set forth in each SOW, all Services and Deliverables are to be performed and delivered on a time and materials basis and shall be invoiced on a monthly basis. Payment shall be made in U.S. Dollars and in accordance with the terms of the invoice. Customer shall reimburse Maryland Telephone for all of the categories of expenses set forth on the applicable SOW. Maryland Telephone shall invoice Customer on a monthly basis for all expenses incurred as a result of performing the Services or delivering the Deliverables. If an expense is in excess of \$250, Customer may be asked to pay the vendor directly, and Customer agrees that it will do so upon receipt of any such vendor's bill. Expenses to be paid by Customer shall include reasonable out-of-pocket travel expenses incurred by a consultant (e.g., as round-trip airfare, car rental, lodging, meal, other expenses, etc.), applicable printing, copying, telephone, shipping, handling, taxes, and other fees and expenses. Maryland Telephone shall maintain complete and accurate accounting records relating to the performance of the Services and in support of all invoices. Maryland Telephone shall preserve such records for a period of at least one (1) year after the date of each applicable invoice. All such records shall be open for review or audit by Customer or by an accounting firm selected and paid for by Customer at reasonable times and on reasonable notice no more than two (2) times per year. Customer shall pay all costs incurred in any such review or audit, including, but not limited to, attorney fees, accounting fees, and time spent by Maryland Telephone employees in the preparation and review of such documents, except in the event that the audit reveals an overcharge of more than 20% of the total fees set forth in the SOW, in which case Maryland Telephone shall pay all such costs of the audit. Such audit shall be conducted in a manner as to not unreasonably interfere with Maryland Telephone's normal business activities. Maryland Telephone shall reimburse Customer for any overcharge revealed by the audit within thirty (30) days after notice from Customer.
4. **Confidential Information.** Notwithstanding anything contained in the confidentiality provisions of the Agreement, Maryland Telephone may disclose Confidential Information obtained by Maryland Telephone from Customer in the course of providing Services to PCI Security Standards Council, LLC and/or its members, as requested by Customer and Customer may disclose such Confidential Information on an as needed basis to its respective financial institutions and issuers and to relevant governmental, regulatory, and law enforcement inspectors, regulators and agencies. Additionally, Maryland Telephone may disclose Confidential Information to PCI Security Standards Council, LLC and its members and Customer will make available to them such appropriate reviews and reports to monitor Maryland Telephone's compliance with its commitments to maintain data handling practices, as PCI Security Standards Council, LLC or its members may reasonably request from time to time.
5. **Intellectual Property Ownership.** Intellectual or industrial property of whatever kind created by or obtained through performance of the Services (collectively the "Work Product"), may be identified in this Agreement or the SOWs as "Maryland Telephone Intellectual Property" or "Customer Intellectual Property". If this Agreement or the SOWs do not identify the type of property, then, by default, the material at issue shall be deemed Maryland Telephone Intellectual Property. Unless otherwise stated herein or in an SOW, Maryland Telephone grants Customer a nonexclusive license to use, execute, reproduce, display, perform, and distribute, within Customer only, copies of Maryland Telephone Intellectual Property during the term of this Agreement solely for its internal business purposes and solely in connection with Customer's use of the Services or Deliverables. Such license shall not extend to Customer's subsidiaries or affiliated companies unless otherwise stated herein or in a SOW. Customer Intellectual Property shall mean any deliverables created by Maryland Telephone during the performance of the Services specifically created for Customer that are specifically identified in an SOW, excluding any Maryland Telephone Intellectual Property, as described below. Maryland Telephone will own all right, title, and interest in all Maryland Telephone Intellectual Property. For purposes of this Agreement, the terms "Maryland Telephone Intellectual Property" mean, collectively, (i) all Pre-Existing Works, which shall mean all work product created, conceived, developed or first reduced to practice by Maryland Telephone, either solely or in collaboration with others, prior to Maryland Telephone's delivery of the Services including, without limitation, designs, inventions, improvements, processes, computer programs, software, source code, object code, graphics, pictorial representations, user interfaces, functional specifications, reports, spreadsheets, presentations and analyses, (ii) all Derivative Works, which shall mean a work which is based upon or related to one or more Pre-Existing Works such as a revision, modification, translation, abridgement, condensation, expansion or any other form in which such Pre-Existing works may be recast, transformed, or adapted, whether that work stands alone or is combined with other works and which may include processes, methods and procedures, (iii) methodologies, concepts, know-how and techniques utilized to produce the Deliverables (and any improvements or modifications thereto developed in the course of providing the Services) and any ideas, concepts, text, formats and industry best practices which are of a generally applicable nature and do not include or reference the Confidential Information of Customer, and (iv) all Documentation, which shall mean user manuals and other written materials that relate to the Intellectual Property or to the Services provided hereunder.
6. **Representations and Warranties, Disclaimers.** Customer represents and warrants that it (i) has the corporate power and authority to enter into this Agreement and each SOW and to fully perform its obligations under this Agreement and each SOW; and (ii) will not make any unauthorized representation or warranty to any third party relating to any Services. Maryland Telephone represents and warrants that (i) it has the corporate power and authority to enter into this Agreement and each SOW and to fully perform its obligations under this Agreement and each SOW; and (ii) the Services performed under this Agreement and each SOW shall be performed or provided by competent personnel in a professional and workmanlike manner. Customer warrants that it owns all right, title, and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by this Agreement, any

programs, programming, systems, materials or data furnished by Customer to Maryland Telephone hereunder. Maryland Telephone warrants that it owns all right, title, and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by this Agreement, any programs, programming, systems, materials or data furnished to Customer by Maryland Telephone hereunder, that it has no obligations to any third party which will in any way limit or restrict its ability to perform any obligations to Customer hereunder, and that performance of the Services called for by this Agreement does not and shall not violate any applicable law, rule, or regulation, any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right. IN ADDITION TO THE DISCLAIMERS OUTLINED IN THE AGREEMENT, AND EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN ANY SOW, THE SERVICES PERFORMED AND ANY ITEMS FURNISHED UNDER THIS AGREEMENT AND ANY SOW, INCLUDING BUT NOT LIMITED TO DATA, REPORTS, DOCUMENTATION, DELIVERABLES, HARDWARE AND SOFTWARE OF ANY KIND, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND. MARYLAND TELEPHONE MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY BREACHES. MARYLAND TELEPHONE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

7. Indemnity. Customer shall protect, defend, indemnify, and hold harmless Maryland Telephone, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to: (i) claims by Customer's employees, users, or any other third party accessing a Service through Customer; (ii) damage to property, personal injury or death caused by Customer's fault or negligence; (iii) any breach of this Agreement by Customer; (iii) Customer's use of a Service; (iv) causes of action arising out of or relating to any alleged or actual violation of the AUP by Customer or any user or other third party obtaining access to a Service through Customer.