

## Terms & Conditions

- 1. E911 Services:** FOR IMPORTANT INFORMATION ABOUT CYNETEL'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE: <https://www.cynetel.com/help/general-terms-and-conditions-for-e911>
- 2. Service Start Date and Term:** The "Initial Term" shall begin upon installation of service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cynetel may begin billing for Services on the date Services would have been installed. Cynetel shall use reasonable efforts to make the Services available by the requested service date. Cynetel shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cynetel's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cynetel reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cynetel's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cynetel reserves the right to increase the rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cynetel tariff or SG. Upon notice to Customer, Cynetel may change the rates for Services periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.
- 3. Termination:** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cynetel; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cynetel), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cynetel a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cynetel may terminate this Agreement without liability at any time prior to installation of Services if Cynetel determines that Customer's location is not reasonably serviceable or there is signal interference with any Cynetel Service(s) according to Cynetel's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cynetel, Customer shall be liable for Cynetel's costs incurred. This provision survives termination of the Agreement.
- 4. Payment:** Customer shall pay Cynetel all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cynetel terminates this Agreement due to

Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cynetel, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

- 5. Service and Installation:** Cynetel shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cynetel (the "Cynetel Equipment"), or for certain Services, Customer, may purchase equipment from Cynetel ("Customer Purchased Equipment"). Customer is responsible for damage to any Cynetel Equipment. If Cynetel Equipment is not returned to Cynetel after termination or disconnection of Services, Customer shall be liable for the Cynetel Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cynetel network or Cynetel Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cynetel Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cynetel shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cynetel network management needs may require Cynetel to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at : (insert link), which is incorporated herein by reference. Cynetel may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUIP amendment shall constitute acceptance of the revised AUP.
- 6. General Terms:** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.
- 7. LIMITATION OF LIABILITY:** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER CYNETEL NOR ANY CYNETEL RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, INDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL CYNETEL NOR ANY CYNETEL RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY CYNETEL SERVICE, CYNETEL EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER CYNETEL NOR ANY CYNETEL RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSCAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF CYNETEL. UNDER NO CIRCUMSTANCES WILL CYNETEL OR ANY CYNETEL RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

- 8. WARRANTIES:** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND CYNETEL DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. CYNETEL DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. CYNETEL DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. CYNETEL MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.
- 9. Public Performance:** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cynetel, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cynetel provides under this Agreement does not include a public performance license.