

Bandwidth Services Addendum

1. Service

Syndeo LLC dba Broadvoice ("Broadvoice") and its underlying service providers and contractors shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date") and continuing for the number of months specified in the Service Order(s).

2. Standard Payment Terms

Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("NRC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services. For the purpose of this document, the Monthly Service Fee is also known as "MSF".

2.1 Charges. Customer shall pay all charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Broadvoice.

2.2 Taxes, Surcharges and Fees. Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. Broadvoice reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Broadvoice, which is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees, etc.).

2.3 Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Broadvoice shall notify Customer, in writing, of any additional NRCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Broadvoice shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional NRCs and/or adjustments of the MSFs either in advance of implementation of the change request, or (ii) beginning on Customer's next and/or subsequent invoice(s).

2.4 Site Visits and Repairs. If Customer's misuse, abuse, or modification of the Services, Equipment, or Network results in a visit to the Customer site for inspection, correction, or repair, Broadvoice may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.

3. Early Termination

In the event that this Agreement is terminated prior to the end of a Contract Subscriber's Contract Term, such Contract Subscriber must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an Early Termination Fee. Early Termination Fees vary based on Internet Access Type. Coaxial Internet will be applied an early termination fee of \$199. trueSTREAM Internet will be assessed an Early Termination Fee equal to the lesser amount of two hundred and fifty dollars (\$250.00) or the amount that would otherwise be payable through the end of the annual plan. All other Internet Access Types will have the Monthly Recurring Charges times the numbers of months remaining applied as the Early Termination Fee. In the event a Contract Subscriber terminates this Agreement prior to the end of their Contract Term, because of a service-related problem not caused by the Subscriber that Broadvoice has failed to cure after what Broadvoice determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply, the reason for the waiver stated above must have occurred before termination and the Subscriber must report such reason for termination to Broadvoice in the Subscriber's valid written termination request. Broadvoice must be in turn given the opportunity to resolve the problem and the Subscriber must be willing and able to troubleshoot with Broadvoice. Broadvoice does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's Internet Service will never constitute a termination request.

4. Service Location Access and Installation

Please refer to your Service Order(s) for specific Installation terms.

4.1 Location Access. Broadvoice's underlying provider will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Internet Services. If Customer owns or controls the Service Location(s), Customer grants Broadvoice and its underlying providers permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Broadvoice's assistance, appropriate right of access. If such right of access for Broadvoice is not obtained by either party, then Broadvoice's obligations with respect to such Service Location shall be considered null and void.

4.2 Installation Review; Subsequent Interference. Broadvoice may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Broadvoice with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Broadvoice determines that safe installation and/or activation of one or more of the Services will have negative consequences to Broadvoice's or its underlying provider's personnel or Network or cause technical difficulties to Broadvoice or its customers, Broadvoice may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Broadvoice or (ii) such interference/obstruction or its cause may endanger, hinder, harm, or injure Broadvoice's or its underlying provider's personnel or Network and/or cause technical difficulties to Broadvoice or its customers, Broadvoice may terminate the affected Service Order(s) without liability upon written notice to Customer.

4.3 Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Broadvoice.

4.4 Installation. Broadvoice will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If during the course of installation Broadvoice determines additional work is necessary to enable Broadvoice to deliver the Services to the Service Location, Broadvoice will notify Customer of any additional NRCs. If Customer does not agree to pay such NRCs by executing a revised Service Order within five business days of receiving the same, Customer and Broadvoice shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Broadvoice-provided Equipment to enable access to the Services. Broadvoice shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

4.5 Ongoing Visits. Broadvoice and its underlying provider will need periodic access for inspection, operation, and maintenance of the Network. Except in emergency situations, Broadvoice will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Broadvoice's request, Customer, or a representative designated by Customer, will accompany Broadvoice's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

5. Equipment and Materials

Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage—causing party's negligence or willful misconduct. Customer shall (i) safeguard equipment against others; (ii) not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment; (iii) not hire nor permit anyone other than personnel authorized by Broadvoice acting in their official capacity to perform any work on Equipment; and (iv) not move or relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Broadvoice. Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement, and/or legal action, and Broadvoice shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Broadvoice shall not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Broadvoice as a result of such interference, until such time as the interference is eliminated.

5.1 Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Broadvoice may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.

5.2 Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Broadvoice are and shall always remain the property of Broadvoice, shall not become a fixture to the Premises, and must be returned to Broadvoice at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.

5.3 Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Broadvoice, Customer shall return, or allow Broadvoice to retrieve, the Equipment supplied by Broadvoice to Customer. Failure of Customer to return, or allow Broadvoice to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Broadvoice in obtaining or attempting to regain possession of such Equipment, including reasonable attorney's fees.

6. Internet Access Service

This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.

6.1 Customer shall (i) maintain certain minimum equipment and software to receive the Service (see www.broadvoice.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities, or account shall comply with the terms of this Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities, or account using the Internet Services.

6.2 Internet Service Speeds. Broadvoice shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.

6.3 Change of IP Address. Broadvoice may change IP addressing schemes.

6.4 Change of IP Address. The Service, Broadvoice's network, and the Internet are not secure, and others may access or monitor traffic.

6.5 No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products, or information. Broadvoice shall have no responsibility to resolve disputes with other vendors.

6.6 Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Broadvoice shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Broadvoice does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Broadvoice warrant that the data or files will be free from computer viruses or other harmful components. Broadvoice has no responsibility and assumes no liability for such acts or occurrences.

6.7 4G Failover. 4G Failover wireless service is intended to be used as failover for Broadvoice voice services when customer's bandwidth service is down. It is not intended as a primary bandwidth connection. Wireless availability and quality may vary due to network, device, terrain, buildings, foliage and weather, and may not be available in all locations. 4G Failover plans include 1 Gigabyte of usage, additional usage will be billed in 1 Gigabyte increments at the rate of \$15 per additional Gigabyte.

7. Data Networking

Broadvoice will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer endpoints under a unique customer topology. Broadvoice will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Broadvoice will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

7.1 Broadvoice will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.

7.2 Customer will make available to Broadvoice a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.

7.3 If Customer has selected "Monitoring" for a Service, Broadvoice shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Broadvoice Business Network Operations Center at 1-866-431-1626 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.

8. No Third-Party Hardware or Software Support

Customer is responsible for the installation, repair, and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Broadvoice does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Broadvoice assumes no liability or responsibility for the installation, maintenance, compatibility, or performance of third-party software, any Customer-supplied hardware, or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Broadvoice has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Broadvoice should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Broadvoice's discretion and at then-current commercial rates and terms.

9. Customer Use

Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written

consent of Broadvoice. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Broadvoice, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Broadvoice Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Broadvoice may have.

10. Performance

Broadvoice will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Broadvoice's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Broadvoice to perform its obligations under this Agreement, and Customer will not hold Broadvoice at fault for loss of Customer revenue or lost employee productivity due to Service outages. Where applicable, most customers are offered more than one type of internet connection, each with their own Service Level Agreement.

10.1 Service Level Agreement – Coaxial Internet and trueSTREAM Internet. Although trueSTREAM and Coaxial Internet are reliable high-speed connections, they are deemed to be a “best effort” service. There is no guarantee of speed at a particular location or during a particular time-of-day or day-of-week.

10.2 Service Level Agreement – Fiber-optic Internet. Fiber-optic Internet is deemed to be a higher level of internet service, with synchronous speeds up and down. Broadvoice guarantees 80% of advertised speed at any given time.

10.3 Service Level Credits. The Internet Access Service Level is 99.0% on the Broadvoice network. In the event Broadvoice does not meet the Internet Access Service Level, Customer will be entitled to receive a service credit off of the monthly recurring charges associated with the affected Internet Access Service (not including other services including Voice service) for the particular month as set forth in the following table:

Packet Delivery	98.9-98.0%	97.9-96.0%	95.9-94.0%	93.9-92.0%	91.9-90.0%	89.9% or less
Service Level Credit	5%	10%	15%	25%	50%	100%