

## UNIVERSAL TERMS AND CONDITIONS OF SERVICE

The Universal Terms and Conditions of Service set forth below (hereinafter referred to as the "Universal Terms and Conditions of Service" or "Agreement") apply to Customer's use of the Service and Equipment (as those terms are defined below) provided by Warwick Valley Mobile Telephone Company, Inc. (d/b/a USA Datanet) or Warwick Valley Networks, Inc. (d/b/a Alteva) (collectively referred to as "WVTCG").

**CUSTOMER IS ADVISED TO READ SECTION 2(d) CAREFULLY BEFORE USING THE SERVICE. THIS SECTION EXPLAINS THE OPERATION AND LIMITATIONS OF VOIP E911 EMERGENCY CALLS. CUSTOMER IS ALSO ADVISED TO READ THE E911 DISCLOSURE DOCUMENT REFERENCED IN SECTION 2(d).**

### 1. Definitions. The following definitions apply to this Agreement

**"Account"** means the account established by Customer for the use of the Service and Equipment.

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Customer"** or **"you"** or **"your"** means the firm, corporation, or other entity which orders WVTCG's Service and Equipment, and who is responsible for the payment of charges and for compliance with this Agreement.

**"Customer Equipment"** refers to Equipment or wiring that Customer acquires from a source other than WVTCG and is used in conjunction with the Service.

**"Direct Inward Dialing"** or **"DID"** or **"Phone Number"** refers to a Service feature that allows callers from the PSTN to directly reach a specific network telephone number or User of the Service.

**"E911 Disclosure"** means the provisions set forth in Exhibit A to this Agreement stating WVTCG's policies regarding the availability and limitations of E911 Service, as those provisions may be amended from time to time by WVTCG in its sole discretion. In the event of any conflict or inconsistency between the E911 Disclosure provisions set forth in Exhibit A and the E911 Disclosure on the Website, the current provisions set forth on the Website shall apply and govern this Agreement.

**"Equipment"** means equipment or wiring at Customer's location(s) that is directly provided and/or maintained by WVTCG and used in conjunction with the Service.

**"Internet Protocol"** or **"IP"** refers to a standard protocol designed for use in interconnected systems of packet-switched computer communication networks.

**"Public Switched Telephone Network"** or **"PSTN"** refers to the traditional circuit switched local telephone network, which connects telephone users with each other for the purpose of communications. In common usage, the term PSTN may also include local wireless networks.

**"Service"** refers to any non-tariffed services provided to Customer by WVTCG, including, without limitation, voice (including domestic, international, toll free and audio conferencing), data, electronic mail, electronic facsimile, data backup and storage, and all other types of communications services offered or provided by WVTCG. The individual services are listed in the Customer Service Order Agreement ("Service Order") executed by Customer and may be described in detail on the Website.

**"Service Activation Date"** means the date that WVTCG determines that Customer is able to originate and terminate voice or data communications services on the WVTCG network.

**"User"** means any person or entity that obtains or uses WVTCG's Service and/or Equipment provided under this Agreement, regardless of whether such person or entity is authorized by Customer.

**"Voice over Internet Protocol"** or **"VoIP"** refers to a technology that enables a User to originate and/or terminate telephone calls by sending voice data packets using IP rather than by traditional circuit switched technology or the PSTN.

**"Website"** means the WVTCG website identified by the domain name www.wvtcg.com, along with any content set forth therein, as updated from time to time by WVTCG in its sole discretion.

### 2. Terms and Conditions.

(a) **Acceptance.** By ordering, activating, using, or paying for the Service and/or Equipment, you agree to be bound by this Agreement. The E911 Disclosure is incorporated into this Agreement by reference

(b) **Use.** Customer is responsible for all use of the Service and Equipment associated with the Account. Customer accepts full responsibility and liability for such use. The Service and Equipment provided under this Agreement may be used for any lawful purpose for which they are technically suited. Customer agrees not to utilize the Service or Equipment for any unlawful purpose. Customer shall not use Services for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law, or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

WVTCG, in its sole discretion, may terminate Service immediately and without advance notice if Customer violates any of the above restrictions, leaving Customer responsible for the all charges as set forth in Section 3(b).

(c) **Fraud.** Customer agrees to notify WVTCG within one (1) business day if it becomes aware of any fraudulent or unauthorized use of its Account, Service, or Equipment. WVTCG shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's Account; the payment of all charges to Customer's account shall be and remain the responsibility of Customer.

(d) **Limitations of E911 Service When Using VoIP Service.** By using WVTCG's VoIP Service and any related equipment, Customer acknowledges the limitations of E911 Service as described in the E911 Disclosure set forth in Exhibit A to this Agreement, as well as those set forth below. Customer agrees and acknowledges that while some individual services offer access to E911 Service, others may not. Customer is advised to thoroughly understand WVTCG's VoIP Service and the options available. By accepting these Universal Terms and Conditions of Service, Customer acknowledges that it has received the information regarding the limitations of E911 Services with respect to the use of WVTCG's VoIP Service, understands them, and assumes the risks associated with the E911 limitations. WVTCG may disclose to the FCC that Customer has acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement. If Customer subscribes to E911 Service from WVTCG, Customer will be subject to a provision fee and a monthly E911 service charge as set forth in the Service Order and such fees and charges shall be in addition to the other applicable charges set forth in the Service Order.

(e) **Availability.** The Service and Equipment are offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this Agreement

(f) **Compatibility.** The Service and Equipment may not be compatible with Customer Equipment, and WVTCG is not required to maintain or repair Customer Equipment, or modify the Service to make it compatible with Customer Equipment

(g) **Right to Suspend.** WVTCG reserves the right to suspend, limit or discontinue offering or providing Service when necessitated by conditions beyond its control, when Customer or any User is using the Service in violation of the provisions of this Agreement, or when Customer or any User is using the Service in violation of the law.

(h) **Limitations of WVTCG's VoIP Service and Equipment.** Customer or any User may not be able to utilize WVTCG's VoIP Service or Equipment, if: (i) the Equipment or Customer Equipment fails; (ii) the power required to operate Customer's or any User's computer, router, or modem, if applicable, fails; (iii) Customer's or any User's computer experiences hardware or software problems and/or viruses; (iv) in situations where WVTCG is not the Internet service provider, Customer's or any User's Internet service provider fails to provide adequate services for any reason; (v) Customer's or any User's hardware or software is improperly installed; or (vi) Customer or any User is blocked or otherwise unable to access the WVTCG network. By using WVTCG's VoIP Service and/or Equipment, Customer and its Users acknowledge that WVTCG's VoIP Service and/or Equipment may be limited in certain circumstances and may not be available 100% of the time. WVTCG will not be liable for errors in transmission or for failure to establish connections. In addition, Customer acknowledges and agrees that WVTCG's VoIP Service and Equipment may not be compatible with certain fax machines or firewalls.

(i) **Customer Responsibilities.** By using the Service and/or Equipment, Customer and all of its Users acknowledge that there are certain rules and regulations that may apply to the location from which Customer and its Users are utilizing the Service, and that such rules and regulations may be materially different from jurisdiction to jurisdiction. Customer, on behalf of itself and all Users at Customer's premises agrees to abide by all rules and regulations, including the exportation of data from the U.S. or other applicable jurisdictions. With respect to Customer's use of the Service and/or any Equipment as well as any Customer Equipment, Customer shall be responsible for any claim or damages arising from or related to: libel; slander; invasion of privacy; infringement or unauthorized use of any copyright, trademark, trade name, service mark, or any other intellectual property right; interference with or misappropriation or violation of any proprietary or creative right; and any injury to any person, property, or entity arising out of the material, data, information, or other content used, received, or transmitted by Customer or any User; any act, error, or omission by Customer or any User. Customer shall also be responsible and liable for or any personal injury, property damage, or death of any person caused, directly or indirectly, by Customer, any User, or any Customer employee, agent, or contractor, arising from or related to the installation, maintenance, location, condition, operation, failure, presence, use, or removal of the Service, Equipment, or any Customer Equipment

(j) **Required Maintenance.** WVTCG reserves the right to perform maintenance on or upgrade its network, its infrastructure, the Website, the Service and Equipment, and

Customer's Account, without prior notice or liability, even if such actions cause a partial or full disruption of the Service; provided, however, and subject to WVTCG's business needs, WVTCG will use commercially reasonable efforts to perform maintenance on and upgrades to its network and the Service in a manner so as to avoid unduly interfering with Customer's use of the Service. WVTCG may, in its sole discretion, add, change or delete features of the Website, features or functionality of the Service and Equipment, or features of Customer's Account

- (k) **Acceptable Use.** If Customer is purchasing Internet access or other IP Services, Customer and its end users shall comply with WVTCG's Acceptable Use Policy (the "AUP"). The current, complete AUP is available for review at WVTCG's website at www.WVTCG.com. WVTCG reserves the right to amend the AUP from time to time in its sole discretion. Upon written notice to Customer, WVTCG has the right to suspend the Services if Customer or any user of the Services being provided to Customer violates the AUP. Customer agrees to indemnify, defend, and hold harmless WVTCG from any losses, damages, costs or expenses resulting from any third party claim or allegation arising out of any alleged or actual violation of the AUP by Customer, any User, or any third party having access to the Services.
- (l) **Privacy.** WVTCG utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, WVTCG cannot guarantee the security of voice and video communications of Customer. WVTCG is committed to respecting Customer's privacy. Once Customer chooses to disclose personally identifiable information to WVTCG, it will only be used in the context of Customer's business relationship with WVTCG. WVTCG will not sell, rent, or lease Customers' personally identifiable information to others. Unless required by law or subpoena or if Customer's prior permission is obtained, WVTCG only share the personal data Customer provides with other WVTCG entities and/or business partners that are acting on WVTCG's behalf. WVTCG is required to file numerous reports with different administrative bodies. As such, WVTCG may provide aggregate statistics about customers, sales, and traffic patterns. None of these reports or statistics will include personally identifiable information. However, WVTCG reserves the right to use personally identifiable information to investigate and help address and/or prevent actual or potential unlawful activity that threatens either WVTCG or any WVTCG Affiliate. Upon the request of a government agency, law enforcement agency, court or as otherwise required by law, WVTCG may disclose personally identifiable information.
- (m) **Trial Period.** WVTCG offers a thirty (30) day trial period ("Trial Period") to new Customers for their first use of WVTCG voice services under their new Account. The Trial Period commences upon activation of the voice Service at Customer's site or from when Customer makes the first voice call on the WVTCG Service, whichever comes first. If Customer is not satisfied with the voice Service during the Trial Period, Customer may terminate this Agreement and the Service Order by giving WVTCG written notice of termination during the Trial Period and obtain a refund of any applicable activation fees paid by Customer as set forth in the Service Order. Applicable taxes will be refunded to the extent allowed by law. Shipping charges for any Equipment will not be refunded. In order to terminate the Agreement and the Service Order and obtain a refund of any applicable activation fees paid by Customer to WVTCG, Customer must notify WVTCG in writing while prior to the expiration of the Trial Period. The right to terminate the Agreement and the Service Order during the Trial Period refund shall not apply to any Customer that has usage during the Trial Period in excess of five hundred (500) minutes, and the Trial Period shall automatically expire when Customer exceeds five hundred (500) minutes of usage. If Customer fails to give WVTCG written notice of termination of the Agreement and the Service Order prior to the expiration of the Trial Period, this Agreement and the Service Order shall remain in full force and effect for the remainder of the Initial Term and any Renewal Term as described in Section 3 below.

### 3. Term and Termination.

- (a) Unless otherwise terminated pursuant to this Agreement, the Service is offered for an initial term of service (the "Initial Term") specified in the Customer Service Order Agreement ("Service Order"), which term shall be a minimum of twelve (12) months and could be longer depending on the length of term selected by Customer in the Service Order. The Initial Term shall begin on the Service Activation Date and continue until the expiration of the Initial Term. Following the Initial Term, this Agreement and any Service Order shall automatically renew for successive terms that are identical in length to the Initial Term (each, a "Renewal Term"), unless and until either party notifies the other party in writing at least ninety (90) days prior to the end of the Initial Term or any Renewal Term that it does not wish to renew the Service Order. During the Renewal Term, Customer shall pay for the Services and Equipment maintenance services at WVTCG's prevailing rates in effect on the first day of each year of the Renewal Term or the rates agreed to in the renewal Service Order signed by Customer and WVTCG. If, during the Initial Term or any Renewal Term, Customer adds any additional Service(s) to its use of WVTCG's Service, the amount of Customer's monthly recurring charges shall increase as set forth in the Customer Service Order Agreement and the term for any such additional Service(s) shall be the longer of: (i) a minimum of twelve (12) months from the Service Activation Date for such additional stations; or (ii) the remaining length of the unexpired Initial Term or Renewal Term. To the extent that the term for any such additional Service(s) extends beyond the Initial Term or any Renewal Term, the terms and conditions of this Agreement shall remain in full force and effect with respect to such additional Service(s) until the expiration of the term for such additional Service(s).
- (b) **Early Termination.** If this Agreement is terminated by Customer prior to the expiration of the Initial Term or any Renewal Term and such termination is not due to WVTCG's breach

as set forth in Section 3(c) or if WVTCG terminates this Agreement pursuant to Section 2(b) or 3(c) due to Customer's breach, Customer shall pay to WVTCG an early termination charge, which Customer agrees is reasonable and not a penalty, equal to all non-recurring and monthly as set forth in the Customer Service Order Agreement which would otherwise be due through the end of the Initial Term or Renewal Term in effect at the time, including all applicable taxes and fees. The parties agree that the precise damages resulting from an early termination by Customer or termination by WVTCG due to Customer's breach are difficult to ascertain and the early termination charge set forth in this Section 3(b) is a reasonable estimate of anticipated actual damages and not a penalty. The early termination charge shall be due and payable within ten (10) days of the effective date of termination.

- (c) **Termination for Breach.** Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other party in the event that the other party (a) materially breaches this Agreement and fails to remedy such material breach within thirty (30) days of receiving such written notice, or (b) becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or if a receiver is appointed over such party's assets. Notwithstanding any other provision of this Agreement, WVTCG has the right to suspend Service, and terminate this Agreement for Customer's material breach, immediately upon written notice if any amount owed by Customer is delinquent for more than thirty (30) days from the invoice date.
- (d) Customer shall not be liable for any early termination charge as set forth in Section 3(b) above if satisfies the requirement set forth in subsections 1 or 2 below:

(1) Customer reduces its use of the Service at one or more Customer locations solely as a direct result of a Business Downturn (as defined below) and Customer certifies to WVTCG in writing that it has not substituted any telecommunications services provided by any other vendor in place of the terminated WVTCG Services. For purposes of this Section 3(d), "Business Downturn" means an unplanned, material reduction in Customer's revenues and business operations beyond Customer's control, which materially and permanently reduces the size or scope of Customer's operations and the volume of WVTCG Services needed by Customer. By way of illustration and not by limitation, Business Downturn shall not include a change in Customer's usage of Services hereunder resulting from a decision by Customer to reduce its overall use of telecommunications services, to alter its telecommunications network architecture, or to transfer portions of Services being provided by WVTCG to any other vendor. To exercise its rights under this Section 3(d), Customer must: (i) give WVTCG immediate written notice of the conditions which Customer believes give rise to a Business Downturn and the application of this Section 3(d); and (ii) promptly provide to WVTCG copies of documentation and data demonstrating the resulting decrease in usage of WVTCG Services hereunder. This Section 3(d) is inapplicable and may not be exercised during the first twelve (12) months of the Initial Term and, thereafter, may only be used one (1) time by Customer during the Initial Term or any Renewal Term. Any reduction in the monthly recurring charges for WVTCG Services owed by Customer resulting from application of this Section 3(d) shall not exceed a total aggregate of ten percent (10%) of the total Monthly Commitment Level owed by Customer to WVTCG as set forth in the Customer Service Order Agreement in effect immediately prior to the Business Downturn and will require a written amendment to the Customer Service Order Agreement executed by both parties.

(2) if Customer replaces existing WVTCG Service(s) being used by Customer with new or alternate WVTCG Service(s) so long as the new term commitment and Monthly Commitment Level commitment are equal to or greater than the existing Initial Term or Renewal Term in effect and Monthly Commitment Level for the WVTCG Service(s) being terminated by Customer and subject to Customer and WVTCG signing a new Customer Service Order Agreement reflecting such new term commitment and Monthly Commitment Level commitment.

- (e) **Government or Regulatory Developments.** WVTCG has the right to terminate any Customer Service Order Agreement if, regardless of the cause or reason, WVTCG cannot legally provide some or all of the Equipment or Services for a period exceeding ten (10) days, including, without limitation, loss of governmental or regulatory authorizations required to provide the Equipment or Services; or, if changes in laws or regulations make the provision of some or all of the Services impracticable or illegal for WVTCG to install, maintain, or operate any of the Equipment or provide any Service.
- (f) **Survival.** The provisions of Section 1, 2, 3, 4, 5, 7, 10, 11, 12, 14, 15, 18, 19, 20, 21, 23, AND 24 shall survive any termination or expiration of the Agreement.

### 4. Limitation of Liability

- (a) In the event that Customer experiences an interruption or loss of service due to WVTCG's fault, negligence, act, error, or omission, WVTCG will provide Customer with a credit in accordance with the Service Level Agreement ("SLA") set forth in Exhibit B to this Agreement.
- (b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY CUSTOMER SERVICE ORDER AGREEMENT, IN NO EVENT WILL WVTCG, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, EXPENSE, OR DAMAGE DUE TO LOSS OF REVENUES, PROFITS, SAVINGS, BUSINESS, OR GOODWILL, NOR WILL WVT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY EXEMPLARY, INDIRECT, PROXIMATE, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY, WITHOUT LIMITATION, TO ANY CLAIM, LOSS, EXPENSE, OR DAMAGE, RELATING TO OR ARISING FROM ANY MALFUNCTION OF ANY

SERVICE, EQUIPMENT, OR FACILITY PROVIDED BY WVTCG OR ANY OTHER SERVICE PROVIDER AS WELL AS THE FAILURE OR INABILITY TO ACCESS 911 SERVICE OR ANY EMERGENCY SERVICE.

- (c) NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR ANY CUSTOMER SERVICE ORDER AGREEMENT, IN NO EVENT SHALL WVTCG, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS, BE LIABLE TO CUSTOMER, ANY USER OF THE SERVICE AND/OR EQUIPMENT, OR ANY OTHER THIRD PARTY DUE TO THE INABILITY OF CUSTOMER, ANY USER, OR ANY OTHER PERSON OR PARTY TO BE ABLE TO DIAL 911 OR ACCESS AND/OR SPEAK TO 911 EMERGENCY PERSONNEL THROUGH SERVICES OR EQUIPMENT PROVIDED BY WVTCG OR DUE TO WVTCG'S SUSPENSION OR TERMINATION OF SERVICES IN ACCORDANCE WITH THESE UNIVERSAL TERMS AND CONDITIONS OF SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION 4 APPLY TO ALL CLAIMS AND ALLEGATIONS WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT, AND ANY AND ALL OTHER CAUSES OF ACTION OR THEORIES OF LIABILITY.
- (d) Except for WVTCG's gross negligence or willful misconduct, in no event will WVTCG's total aggregate liability to Customer, including, without limitation, liability to any User, person, or persons whose claim or claims are based on or derived from a right or rights claimed by Customer or to any third parties for any and all claims arising from or relating to the provision of any Service or Equipment, any Service Order, these Universal Terms and Conditions of Service, or any other claim or cause of action, whether in contract, tort, or otherwise, exceed the aggregate amount of charges paid by Customer to WVTCG under such Customer Service Order Agreement during the six (6) month period immediately preceding the date of the occurrence of the event giving rise to the claim. WVTCG shall have no liability whatsoever for any damage to, or loss of, any equipment or other property under the care, custody or control of Customer or any User unless caused by WVTCG's gross negligence or willful misconduct, in which case WVTCG's maximum liability is set forth above in this Section.
- (e) Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the limitations set forth in this Section 4 may not apply to Customer if prohibited by law.
- (f) No action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action has arisen.

#### 5. No Warranty.

THE EQUIPMENT AND SERVICE ARE PROVIDED BY WVTCG ON AN "AS IS" BASIS, AND CUSTOMER'S AND ITS USERS' USE OF THE EQUIPMENT AND SERVICE ARE AT CUSTOMER'S OWN RISK. OTHER THAN THE THIRD PARTY MANUFACTURERS' WARRANTIES THAT MAY BE APPLICABLE TO THE EQUIPMENT, WVTCG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR EQUIPMENT THAT ARE THE SUBJECT OF THIS AGREEMENT OR ANY SERVICE ORDER. WITHOUT LIMITING THE FOREGOING, WVTCG MAKES NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION, WHETHER EXPRESS OR IMPLIED. WVTCG MAKES NO WARRANTY THAT THE SERVICE OR EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE. WVTCG DOES NOT WARRANT THAT ANY SERVICE WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE NETWORK WILL HAVE THE CAPACITY TO MEET THE DEMAND OF USERS DURING SPECIFIC HOURS. CUSTOMER MAY BE UNABLE TO ACCESS THE WVTCG NETWORK AT ANY TIME AND DISCONNECTION FROM THE WVTCG NETWORK MAY OCCUR FROM TIME TO TIME.

#### 6. Equipment, Software, and Internet Use.

- (a) Customer is responsible for all costs at its premises, including without limitation personnel, wiring, computer equipment, Internet access (in situations where WVTCG is not the Internet service provider), electrical power, and the like, necessary for the use of the Service and any Equipment.
- (b) In order to provide the Services, WVTCG may provide Equipment to Customer. All Equipment shipments are F.O.B. WVTCG's facility. WVTCG's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to the shipping carrier. WVTCG will pass through to Customer the Equipment manufacturer's warranty from the date of purchase of Equipment. Customer shall be required to obtain written authorization from WVTCG to return any Equipment. WVTCG will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the applicable manufacturer's warranty. WVTCG will not cover or provide replacement for any lost, stolen, damaged, or modified Equipment. Equipment returned by Customer that is not covered under a manufacturer's warranty may be refused by WVTCG, and Customer will be responsible to pay return shipping charges.
- (c) Customer acknowledges and agrees that a separate charge as set forth in the Service Order will be applied for the configuration of each telephone handset or any other equipment purchased through or from an outside vendor. Also, if telephones are purchased from a source other than WVTCG and are unavailable for any reason on scheduled installation date, Customer will be assessed and agrees to pay a \$150.00 rescheduling fee.
- (d) **Third Party Software.** The Service includes certain components licensed by WVTCG from third parties. You agree that you will not use the third party components except in conjunction with use of the Service and Equipment.
- (e) **Third Party Networks.** WVTCG utilizes the public Internet and third party networks in conjunction with its provision of certain Services and the Website. WVTCG makes no representation that the Internet or any third party network will adequately protect the

privacy of Customer's or any User's personal information, and WVTCG expressly denies any liability associated therewith.

#### 7. Financial Terms.

- (a) **Prices and Charges.** Subject to Section 3(d) above and in addition to paying for all applicable non-recurring and professional services charges, Customer shall, throughout the Initial Term and any Renewal Term, pay the Monthly Commitment Level charges set forth in the Customer Service Order Agreement irrespective of whether Customer decreases, abandons, and/or cancels its use of the WVTCG Service during the Initial Term or any Renewal Term. Every call using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the rate plan subscribed to by Customer as set forth in the Service Order. Calls to a phone number outside the United States and Canada will be charged usage charges that are associated with the WVTCG International Rate Plan. When Customer dials an international PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by Customer to an international mobile, rather than landline, or premium rate telephone number may result in higher toll charges. WVTCG may increase, decrease, change or modify any of its rates for any Service at any time; provided, however, that such changes shall not be effective until at least thirty (30) days after written notice is given to Customer. Notwithstanding Section 3(b), if WVTCG increases the rate to be paid for any Service, Customer shall be permitted to terminate the affected Service(s) provided by WVTCG, without incurring an early termination charge, if Customer gives WVTCG written notice of termination within thirty (30) days of receipt of WVTCG's notification of any rate increase for such Service. If Customer elects to terminate the affected Service in accordance with this Section 7(a), Customer shall remain liable for any accrued charges owed prior to the effective date of termination. If Customer fails to give written notice of termination within thirty (30) days of receipt of WVTCG's written notice of a rate increase, Customer shall be deemed to have accepted the rate increase, waived its right to terminate, and this Agreement and all Service Orders shall remain in full force and effect.

#### (b) Taxes and Fees.

(i) **Taxes.** Federal, state, local, county, municipal, and other government or regulatory agencies may assess taxes, including, without limitation, excise, franchise, sales, value-added, use, personal and real property taxes, surcharges and/or fees ("Taxes") on Customer's purchase and/or use of the Service and/or Equipment. These Taxes may change from time to time, with or without notice to Customer. Customer is responsible for the payment of all applicable Taxes now in force or enacted in the future. Such amounts are in addition to the charges paid for the Service and Equipment. If Customer is exempt from any or all Taxes, it must provide WVTCG with an original certificate that satisfies applicable legal requirements attesting to its tax exempt status. Tax exemption shall only apply from and after the date that WVTCG receives such valid certificate.

(ii) **Fees.** In addition to any Taxes imposed by governments or regulatory agencies, WVTCG reserves the right to charge or increase various fees ("Fees"), including, without limitation, activation fees, E911 Service fees, universal service fees, and regulatory recovery fees. Any imposition of or increase in Fees that are imposed by a government or regulatory agency or that are intended to recover costs associated with government or regulatory programs may, in WVTCG's sole discretion, be effective immediately. WVTCG also reserves the right to pass through to Customer any of WVTCG's costs associated with complying with any of its obligations imposed by federal, state, and/or municipal regulatory bodies/governments including any related legal and billing expenses ("Regulatory Recovery Fee"). This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee will apply to every telephone number assigned by WVTCG, including toll free and virtual numbers. The imposition of or increase in any Fees shall not constitute a rate increase as described in Section 7(a) and shall not give Customer a right to terminate this Agreement or any Service Order pursuant to Section 7(a).

#### (c) Billing and Payment.

(i) **Payment.** All WVTCG invoices are due upon receipt and all payments must be made in U.S. currency. Customer shall pay monthly recurring charges for any partial month during the Initial Term or any Renewals Term on a pro rata basis. Customer is solely responsible for any and all charges incurred as the result of the use of the Service(s) associated with its Account, whether or not such charges were authorized or intended. WVTCG may suspend, restrict, or cancel use of the Service and Equipment, if Customer does not make full payment of all billed charges within thirty (30) days of the invoice date. Any amounts not paid to WVTCG within thirty (30) days of the date of the applicable invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. Customer shall also reimburse WVTCG for all reasonable attorneys' fees and other costs incurred by WVTCG relating to collecting delinquent payments or Customer's breach of this Agreement. Customer shall be responsible for all sales, use, value added, or other tax or duty arising from or related to this Agreement and the provision of Services and Equipment, except for taxes on WVTCG's net income.

(ii) **Invoice and Statement Periods, Format and Delivery.** Billing periods and invoice formats may vary. WVTCG reserves the right to change the billing period, invoice format, or method of delivery from time to time, with or without notice to Customer. Unless otherwise agreed, all invoices shall be delivered electronically via the email address on file for Customer's Account. Customer is obligated to keep its Account information accurate and current. An incorrect or obsolete email address shall not release Customer from any of its payment obligations.

**(iii) Billing Disputes.** If Customer believes that it has been charged in error, or if Customer believes that it is due a credit or refund, Customer must notify WVTCG in writing within thirty (30) days of the invoice date. Any billing disputes must be in writing, include a detailed statement describing the nature and amount of the disputed charge(s) and the reason(s) why a credit or refund is being requested, and sent via certified or overnight mail, return receipt requested, to the attention of:

Billing Department  
Alteva  
PO Box 592  
Warwick, NY 10990  
Attention: Disputes

Customer shall cooperate fully with WVTCG to promptly address and attempt to resolve the disputed charge(s). If Customer fails to provide written notice of dispute within the enumerated thirty (30) day deadline, the charges and invoice will be considered correct and binding on Customer. Irrespective of the foregoing, Customer shall pay the undisputed portion of all invoices in a timely manner in accordance with the payment terms set forth in this Agreement.

**(d) Service Suspension, Termination and Restoration.** WVTCG may suspend or terminate Customer's Service, and may terminate this Agreement, if Customer fails to meet any or all of its payment obligations. If Customer's Service has been suspended or terminated, WVTCG may, at its sole option, choose to restore or re-establish Customer's Service prior to the payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of WVTCG's right to restore full payment for all charges due or as a waiver of any rights to suspend or disconnect Service for non-payment of any such charges due and unpaid or for the violation of any provision of this Agreement; nor shall the failure to suspend or disconnect Service for non-payment of any past due amount operate as a waiver or estoppel to suspend or disconnect Service for non-payment of such Account or of any other past due Account. If Service is suspended for non-payment of charges, it will only be restored when all charges are paid in full and at WVTCG's discretion.

**(e) Authorization to Verify Credit Rating.** Customer agrees to supply WVTCG with the information necessary to verify Customer's credit rating prior to providing Customer with access to any Service or Equipment. WVTCG may also, during the term of this Agreement, update its information regarding Customer's credit rating without notice to Customer. Customer acknowledges and agrees that all Services and Equipment provided pursuant to this Agreement and/or any Service Order is subject to credit approval and review by WVTCG.

**(f) Deposit.** If WVTCG determines, prior to providing Customer with access to any Service or Equipment, or during the term of this Agreement or any Service Order, that it requires a deposit to ensure Customer's payment, Customer may be required to provide a deposit. In the event WVTCG requires a deposit, the deposit will be held and applied as required by law. WVTCG may apply Customer's deposit to past due obligations as well as to any fees or other assessments to Customer's Account.

## 8. Trademarks.

Customer shall not use any of WVTCG's trade names, trademarks, service marks or logos without WVTCG's express written consent.

## 9. Service Disconnection.

WVTCG reserves the right to terminate the Service or Customer's use of the Equipment in the event Customer or any User is in violation of this Agreement. WVTCG may be required by law to interrupt the service in the event it causes interference to the WVTCG network, any party, or any equipment.

## 10. Indemnification.

**(a)** WVTCG shall protect, indemnify, defend and hold harmless Customer, its officers, directors, employees, agents, and contractors, from and against any and all losses, damages, liabilities, penalties, fines, costs and expenses, including reasonable attorneys' fees, incurred by Customer, for any third party claim arising from or relating to: (i) any gross negligence or willful misconduct of WVTCG while at Customer's physical location(s); (ii) violation of any law or regulation by WVTCG; or (iii) an allegation that the use of the Service, as contemplated under this Agreement, infringes a U.S. patent, U.S. copyright, or U.S. trademark of a third party. The foregoing indemnification obligation of WVTCG shall not apply: (1) if a WVTCG Service or WVTCG Equipment is modified by any party other than WVTCG, but solely to the extent the alleged infringement is caused by such modification; (2) a WVTCG Service or WVTCG Equipment is combined with other service(s) and/or equipment not provided by WVTCG, but solely to the extent the alleged infringement is caused by such combination; or (3) to any unauthorized use of WVTCG Service or WVTCG Equipment.

**(b)** Customer shall protect, indemnify, defend and hold harmless WVTCG, its officers, directors, employees, agents, and contractors, from and against any and all losses, damages, claims, allegations, causes of action, liabilities, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from or relating to: (i) any act, error, omission, fault, negligence or misconduct of Customer or any User of the Service or Equipment; (ii) any breach by Customer of any term or condition of any Service Order or this Agreement or Customer's breach of any warranty, representation or covenant in any Service Order or this Agreement; (iii) any claim by any employee or invitee of Customer or User other than a claim based on the gross

negligence or willful misconduct of WVTCG; (iv) any claim by any customer of Customer, User, or any other third party relating to, or arising from, Customer's use of the Services or Equipment unless due to the gross negligence or willful misconduct of WVTCG; or (v) violation of any law or regulation by Customer, any User, or any Customer employee, agent, or contractor.

## 11. Confidentiality.

**(a)** Each party (a "Receiving Party") acknowledges that it and its employees, contractors, or agents may, in the course of satisfying its obligations hereunder, be exposed to or acquire information which is proprietary or confidential to the other party (a "Disclosing Party"). Any and all information in any form obtained by a Receiving Party or its employees, contractors, or agents in the provision, performance, or use of the Services or the satisfaction of such party's obligations hereunder, including but not limited to the financial terms of this Agreement or any Service Order, product and business information, financial information, trade secrets, know-how and information regarding processes, shall be deemed to be the confidential and proprietary information ("Confidential Information") of the Disclosing Party. The Receiving Party agrees (a) to hold all Confidential Information in strict confidence; (b) to disclose Confidential Information only to employees and/or contractors of the Receiving Party who have a need to know such Confidential Information and who are obligated to hold such Confidential Information in strict confidence; and (c) not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties, or to use such Confidential Information for any purposes whatsoever other than in connection with the Receiving Party's performance under this Agreement.

**(b)** Confidential Information shall exclude all information, which (a) is at the time of disclosure is, or thereafter becomes, a part of the public domain through no act or omission of the Receiving Party, its employees, contractors, or agents; (b) was in the Receiving Party's possession as shown by written records prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is hereafter disclosed to the other party by a third party who did not acquire the information directly or indirectly from the Disclosing Party hereunder; or (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, as evidenced by written records. Notwithstanding the foregoing, each party may disclose Confidential Information received in confidence to the limited extent (i) required by law to be disclosed, or in order to comply with the order of a court or other governmental body, provided that the party making the disclosure pursuant to the order shall first, to the extent it is permitted to do so, give written notice to the other party and make a reasonable effort to obtain a protective order to the extent permitted; or (ii) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do, but only to the extent and for the purposes of such required disclosure.

## 12. Governing Law and Dispute Resolution.

**(a)** This Agreement and the terms of any Customer Service Order Agreement(s) and any addendum thereto, shall be governed by and enforced according to the laws of the State of New York without reference to conflict of laws principles. The parties hereby agree that any disputes, controversies, claims, or collection efforts regarding Customer's failure to pay any charges, amounts, or fees invoiced to Customer may be brought in the state and federal courts in Westchester County, New York. The parties hereby consent and submit to the exclusive jurisdiction and venue of such courts. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above and is not otherwise subject to the arbitration requirements below.

**(b)** In the event of any controversy or claim arising from or related to this Agreement, its performance or interpretation, the parties, in good faith, will initially attempt to resolve the dispute between them. Except for disputes, controversies, claims, or collection efforts regarding Customer's failure to pay any charges, amounts, or fees invoiced to Customer, any and all disputes, controversies, and claims arising out of or relating to this Agreement or any Customer Service Order Agreement(s), including its/their validity, shall be settled and determined by arbitration conducted in Westchester County, New York, before one (1) arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures then in effect of the American Arbitration Association. The arbitrator's award shall be final and binding on the parties, and judgment confirming such arbitration award may be entered thereon in any court having jurisdiction over such proceedings. Each party shall bear its own costs and expenses of preparing and presenting its case and shall bear an equal share of the expenses and fees with respect to the arbitration. The arbitrator(s) shall not be empowered to award damages in excess of direct compensatory damages and shall not be authorized to award special, indirect, punitive, incidental, or consequential damages, and each party irrevocably waives the right to be awarded or collect any damages in excess of direct compensatory damages.

**(c) Action to Collect Charges.** Notwithstanding the above, WVTCG shall be reimbursed for reasonable attorneys' fees, expenses, and costs in the event it institutes an action to collect any amounts owed for Service or Equipment under this Agreement or any Customer Service Order Agreement. In the event WVTCG is required to initiate such an action, it shall not be limited to arbitration but may bring the action in civil court.

## 13. Severability.

This Agreement is made subject to all present and future valid orders and regulations of any regulatory body or court having jurisdiction over the subject matter and parties hereof and to the laws of the United States of America, any of its states, or any foreign governmental agency

having jurisdiction. In the event this Agreement, or any of its provisions, shall be found contrary to or in conflict with any such order, rule, regulation, or law, this Agreement shall be deemed modified to the extent necessary to comply with any such order, rule, regulation or law, provided that such modification is consistent with the form, intent and purpose of this Agreement. If any provision of this Agreement or part thereof is stricken in accordance with this section, then the stricken provision shall be replaced, to the extent possible, with the a legal, enforceable, and valid provision that is as similar to the stricken provision as is legally possible.

#### 14. Notice.

**(a) To Customer:** In the event WVTCG is required to provide Customer with notice under this Agreement, it will provide written electronic notice to the Customer email address that WVTCG has on file. In the event that Customer changes its email address, Customer shall advise WVTCG immediately in writing. By Customer's acceptance of these Universal Terms and Conditions of Service, Customer agrees to electronic delivery of all required notifications, unless otherwise provided for herein

**(b) To WVTCG:** Any notices sent to WVTCG under this Agreement shall be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service. All correspondence should be sent to the following address:

President  
WVTCG  
401 Market Street  
First Floor  
Philadelphia PA 19106

With a copy to:

Chief Operating Officer  
WVTCG  
401 Market Street  
First Floor  
Philadelphia PA 19106

And

[altevanotices@alteva.com](mailto:altevanotices@alteva.com)

#### 15. Waiver.

The failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement or any Customer Service Order Agreement in any instance shall not be construed as a general waiver or relinquishment of any other provision of this Agreement or any Customer Service Order Agreement.

#### 16. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and any User who uses the Services under Customer's Account. This Agreement shall be deemed to have been drafted equally by both parties. Should any provision of this Agreement require interpretation or construction, the parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be construed against the party who prepared this Agreement.

#### 17. Assignment.

Customer shall not assign any of its rights or obligations under this Agreement or any Customer Service Order Agreement, or transfer ownership of the Account or any Service or Equipment, without WVTCG's prior written consent. WVTCG may assign this Agreement and any obligation to provide any Service to any subsidiary, parent, or affiliated company, or to a successor company 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 or the sale of a business unit or line of business or by operation of law. 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.

#### 18. Amendment.

This Agreement may not be amended except by a written document executed by both parties.

#### 19. Entire Agreement and Merger.

This Agreement, along with the Customer Service Order Agreement(s) and the E911 Disclosure, supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities, covenants, and all inducements to the making of this Agreement relied upon by either party, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before or after the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever. In the event of an inconsistency between the terms and conditions of this Agreement and the Service Order now or hereafter appended hereto, the terms of the Service Order shall govern. The terms of this Agreement shall control over any different or additional terms of any purchase order or other non-WVTCG ordering document, and no terms included in any Customer purchase order or other non-WVTCG ordering document shall apply to this

Agreement. Headings contained in this Agreement are inserted for convenience of reference only and shall not in any way define or affect the meaning or interpretation of any provision of this Agreement.

#### 20. Independent Contractors.

WVTCG and Customer are independent contractors. Any Service Order(s) and this Agreement do not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent.

#### 21. Basis of Bargain; Failure of Essential Purpose.

Customer acknowledges and agrees that WVTCG has established its prices and entered into one or more Customer Service Order Agreements in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in these Universal Terms and Conditions of Service are an essential basis of the bargain between the parties and are material terms of this Agreement. The parties agree that the limitations and exclusions of liability and disclaimers specified in these Universal Terms and Conditions of Service will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of these Universal Terms and Conditions of Service by reason of such failure.

#### 22. Facsimile Transmission/Counterparts.

This Agreement including any Service Orders may be executed and delivered by facsimile or email, and upon receipt such transmission shall be deemed delivery of an original. This Agreement including any Service Orders may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.

#### 23. Force Majeure.

Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including, but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances

#### 24. Customer Consent to Use of Customer Proprietary Network Information (CPNI).

WVTCG acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. Such CPNI includes, without limitation, information about the type and quantity of telecommunications services purchased by Customer from WVTCG or its Affiliates, Customer account activity, and charges incurred by Customer. With Customer consent, WVTCG and WVTCG Affiliates may use this information for marketing purposes to offer Customer the full range of products and services available from WVTCG and WVTCG Affiliates that may be different from the type of services Customer currently buys from WVTCG and its Affiliates. A more complete description of WVTCG's and its Affiliates' and product and service offerings is available at the Website or Customer may contact its WVTCG account representative. WVTCG may also share Customer CPNI with its Affiliates, agents, and partners to offer other services and products not currently being purchased by Customer from WVTCG. WVTCG needs Customer consent for WVTCG and its Affiliates, agents, and partners to use this information to offer such other services and products not currently being purchased by Customer from WVTCG. By signing this Agreement, Customer gives WVTCG Customer's consent to use and disclose Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying WVTCG in writing of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises WVTCG in writing. Customer's decision to approve or disapprove use or disclosure of Customer CPNI as described in this Section will not affect WVTCG's provision of Service or Equipment to Customer.

## EXHIBIT A

### WARWICK VALLEY MOBILE TELEPHONE COMPANY, INC. AND WARWICK VALLEY NETWORKS, INC. (COLLECTIVELY REFERRED TO AS "WVTCG") CUSTOMER SERVICE ORDER AGREEMENT E911 DISCLOSURE

#### 1. SERVICE

##### 1.1 Prohibited Use

Customer shall not use Service(s) or equipment for auto-dialing, continuous or extensive call forwarding, telemarketing, call center, fax broadcasting or fax blasting. WVTCG may immediately terminate or modify the Service(s) to Customer, if WVTCG determines, in its sole discretion, that Service(s) is/are being used for any of the aforementioned activities or is being used in a way that is inconsistent with normal business usage patterns.

##### 1.2 Theft of Service; Notice to WVTCG

Customer shall notify WVTCG immediately if Customer becomes aware at any time during the Term that Customer's Service(s) is/are being stolen or fraudulently used. Customer acknowledges and agrees that Customer's failure to so notify WVTCG may result in the termination of Service(s), and additional charges to Customer. Customer shall be liable for all use of the Service(s), including any and all stolen Service(s) or fraudulent use of Service(s).

##### 1.3 Telephone Number Portability on Service Termination

Upon termination of the Service, WVTCG may, at its sole discretion, release telephone number(s) Customer ported to WVTCG from a previous service provider and used in connection with Customer's Service(s) provisioned by WVTCG to a new service provider, if such new service provider is able to accept such number(s), and further provided Customer's account with WVTCG is terminated, is completely current including payment for all charges and termination fees, and Customer requests in writing such transfer upon Service termination.

##### 1.4 Service Distinctions

Customer acknowledges and agrees Service(s) provided by WVTCG do not constitute or include traditional telephone service. Important distinctions exist between traditional telephone service and Service(s) available from WVTCG. Services hereunder are subject to different regulatory treatment from traditional telephone service. This treatment may limit or otherwise affect Customer's rights of redress before federal, state or local telecommunications regulatory authorities.

#### 2.0 EMERGENCY SERVICES- 911 CALLING

##### 2.1 Non-Availability of Traditional 911 or E911 CALLING Service

Customer acknowledges and agrees the Service(s) does NOT support traditional 911 or E911 access to emergency services. Customer further acknowledges and agrees emergency dialing is NOT automatic, that Customer must separately take affirmative steps, as described in this E911 Disclosure document and/or elsewhere on WVTCG's website, to activate such emergency dialing capabilities and that such emergency dialing is different in a number of significant ways from traditional 911 service. Customer shall inform ALL employees, staff, users, and other third persons who may be present at Customer's physical location(s) where Customer uses Service(s) of the non-availability of traditional 911 or E911 dialing and access from WVTCG Service(s) and equipment. If Customer activates WVTCG emergency dialing service, Customer shall inform ALL employees, staff, and users.

##### 2.2 Description of Emergency Dialing Capabilities – Activation Required

(a) WVTCG offers emergency dialing service in the United States (but may not offer such service in all areas of the United States) that is different in a number of important ways from traditional 911 service. Customer acknowledges and agrees emergency dialing is NOT automatic. Customer must affirmatively and successfully activate the emergency dialing feature by following the instructions provided by WVTCG, and by completing and signing a separate form authorizing WVTCG to activate emergency dialing on Customer's Service(s) at Customer's specific physical office location(s). Customer acknowledge and agrees Customer cannot dial 911 via WVTCG Service unless and until Customer receives from WVTCG written confirmation (which may be electronic) that 911 dialing has been activated for a specific Customer physical location. Upon Customer's receipt of written notice that emergency dialing has been successfully activated, Customer may dial 911 as needed. When Customer dials 911, the 911 call is routed from WVTCG's network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the physical address Customer provided WVTCG at the time of activation and as specified on the separate authorization form. Customer acknowledges and agrees that 911 calls made via WVTCG may be routed to the general telephone number for the PSAP or local emergency service provider, and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

(b) WVTCG relies on third parties for the forwarding of information underlying such routing and, accordingly, WVTCG and WVTCG's third party provider(s) disclaim any and all liability or responsibility in the event any such information or routing is incorrect. As described herein, this emergency dialing currently is NOT the same as traditional 911 or E911 calling, and does not necessarily include all of the capabilities of traditional 911 dialing. Neither WVTCG nor WVTCG's officers, directors, employees, agents, suppliers, contractors, or vendors shall be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims, causes of action, liability, and damages arising from or relating to emergency dialing unless such claim, damage, cause of action, or loss directly results from WVTCG's gross negligence or intentional misconduct. Customer shall indemnify and hold harmless WVTCG and WVTCG's officers, directors, employees, agents, suppliers, contractors, or vendors from any

claim, cause of action, liability, or loss arising out of or related to misrouting of or inability to make emergency calls, including without limitation Customer's failure to follow correct activation procedures for emergency calling or Customer supplying WVTCG any inaccurate, outdated, or incorrect information in connection therewith.

##### 2.3 Service Outage

###### 2.3.1 Power Failure or Disruption

Customer acknowledges and agrees emergency dialing will not function in the event of a power failure or disruption. If there is an interruption in the power supply, a power surge, or a power failure, the Service(s) and emergency dialing will not function until power is restored. Customer acknowledges and agrees that a power failure, power surge, or power disruption may require Customer to reset or reconfigure equipment prior to using the Service or being able to make emergency 911 calls.

###### 2.3.2 Service Suspension or Termination by WVTCG

Customer acknowledges and agrees that a Service outage or suspension or termination of Service by WVTCG will prevent ALL Service(s), including emergency 911 calls.

###### 2.3.3 Service Outage Due to Account Suspension

Customer acknowledges and agrees Service outages due to WVTCG's suspension of Customer's Service due to billing issues, including billed amounts delinquent or unpaid, will prevent ALL Service, including emergency 911 calls.

###### 2.3.4 Other Service Outages

Customer acknowledges and agrees that if there is a Service outage for ANY reason, such outage will prevent ALL Service, including emergency 911 calls. Such outage may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this E911 Disclosure document or the WVTCG Universal Terms and Conditions of Service.

###### 2.3.5 Limitation of Liability and Indemnification

Customer acknowledges and agrees that WVTCG's liability is strictly and expressly limited for any Service outage and/or inability to complete emergency 911 calls from any Customer line or to access emergency service personnel, as set forth in the Universal Terms and Conditions of Service available at [www.WVT.com](http://www.WVT.com). CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS WVTCG, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE(S), FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITY, FINES, PENALTIES, COSTS, AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES AND COSTS BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF CUSTOMER'S SERVICE RELATING TO ANY ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, EMERGENCY 911 CALLING AND/OR INABILITY OF CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF CUSTOMER'S SERVICE TO BE ABLE TO CALL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL. Customer agrees and acknowledges that WVTCG has entered into the Customer Service Order Agreement in reliance upon the limitations and exclusions of liability and the disclaimers set forth in this E911 Disclosure document, including, without limitation, this Section 2.3.5 and the WVTCG Universal Terms and Conditions of Service, and that the same form an essential basis of the agreement between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this E911 Disclosure document, including, without limitation, this Section 2.3.5, shall survive and apply even if found to have failed their essential purpose; and Customer hereby waives its right to contest the enforceability of any provision of this E911 Disclosure document by reason of such failure

###### 2.4 Failure to Designate the Correct Physical Address When Activating 911

Customer acknowledges and agrees that Customer's failure to provide and keep current Customer's correct physical office location(s) will result in any 911 call or other emergency communication made by Customer and/or from Customer's actual location (if different from the location previously supplied to WVTCG by Customer in writing on the appropriate completed form) being routed to the incorrect local emergency service provider. Customer's physical office location(s) may NOT be a post office box, mail drop, or similar address. Neither WVTCG nor Customer shall assume under any circumstances that Customer's physical office location for emergency 911 calling purposes is the same as Customer's billing address for receipt of invoices.

Customer further agrees as follows:

###### ▪ Re-Activation Required in Event of Change, Add or Port New Numbers

Customer acknowledges and agrees that emergency 911 calls do not function with respect to telephone numbers that Customer changes, adds, and/or ports to Customer's WVTCG account unless and until Customer successfully activates the 911 calling feature for each such changed, newly added, and newly ported telephone number. Even if Customer successfully activates emergency dialing with other telephone numbers through which Customer receives Service from WVTCG, Customer acknowledges and agrees that Customer MUST separately activate emergency 911 calling for any and each changed or newly added or ported telephone number.

▪ **Re-Activation Required in Event of Location Change**

Customer acknowledges and agrees that emergency 911 calling will not function properly or at all if Customer moves, relocates, or otherwise changes Customer's physical office location(s) to any different street address, unless and until Customer successfully activates the emergency 911 calling capability at each such physical location. Even if Customer successfully activates emergency dialing from Customer's previous

**EXHIBIT B**  
**WVTCG Service Level Agreement**

This Service Level Agreement ("SLA") relates to WVTCG's provision of Service pursuant to the Customer Service Order Agreement (the "Service Order") between WVTCG and Customer. Unless otherwise stated in the Service Order or the WVTCG Universal Terms and Conditions of Service set forth at [www.wvtcg.com](http://www.wvtcg.com), WVTCG will use commercially reasonable efforts to meet the minimum service levels contained in this SLA during the Initial Term and any Renewal Term.

**1. Target for Service Availability**

The target availability time for the Service provided by WVTCG to Customer is 99.9% of the time in a month. Availability is calculated by dividing the measured Service availability time by the total time in a month, expressed as a percentage. The measured Service availability time is the total time in a month less the measured unavailable time. Subject to any other terms in this SLA, the Service is deemed to be unavailable to the Customer when the Service is: (i) fully interrupted; (ii) experiences disruption or degradation that materially impairs Customer's use of the Service(s); or (iii) cannot be accessed or used by the Customer (collectively referred to as an "Outage"). Service availability is dependent on the type of access used to support Customer's Service. If Customer is using a direct connection (e.g., a private line) between the Customer location and the WVTCG network, WVTCG will manage the network to comply with the target availability time. If, for example, Customer is connected to the WVTCG network via the public Internet or as a virtual or mobile user, then the target Service availability time for the Service shall not apply in those instances.

**2. Calculation of Measured Unavailable Time**

The measured unavailable time starts upon notification of an Outage by the Customer to the WVTCG Customer Support Center by telephone or through WVTCG's Customer Support website at <http://support.myalteva.com>, issuance of a trouble ticket to Customer, and the release of the affected Service by the Customer to WVTCG for testing and repair. In situations where Customer experiences a complete loss of Service, the measured unavailability time starts when WVTCG or Customer records/logs such loss of Service. The measured unavailability time ends when the affected Service is restored. WVTCG will notify Customer by telephone when the affected Service has been restored. Additional time taken by Customer to perform confirmation testing is not included in the measured unavailable time if the Service has been restored.

The calculation for Service Availability is:

(Total Minutes in Measurement Period – Total Minutes of Downtime in

Measurement Period + Total Minutes of Excluded Time in Measurement Period)/Total Minutes of Measurement Period X 100

Measurement Periods in this SLA coincide with billing periods and are based on WVTCG's monthly network availability statistics.

**3. Service Availability Credit**

If service availability falls below 99.9% of the total applicable time in any given month, Customer shall be entitled to a credit based on the following table.

Cumulative Monthly Service Availability	Monthly Credit For the Affected Service at the Service Location
99%-99.89%	5% of Billed Monthly Charge
98.9%-97.89%	10% of Billed Monthly Charge
97.9%-97.0%	15% of Billed Monthly Charge
Each decrease of one percent of service availability below 97.0%	5% additional credit of Billed Monthly Charge not to exceed 100% in a single month

"Scheduled Maintenance" means any maintenance activities performed by WVTCG on the network or equipment to which the Customer's Service is connected. Such activities are typically performed during WVTCG's standard maintenance window after normal business hours.

**4. Application of Credits**

Credits will be applied in the next billing period following the Outage or other failure to meet the target availability time for the Service, and shall be based on the monthly recurring rates in effect at that time. Calculation of all credits shall be based on the call log and other records maintained by WVTCG. In no event shall any credit be awarded in excess of the total monthly recurring charge due for the affected Service at the Service location in the month in which the Outage or failure to meet the service level occurs. Customer must send WVTCG a written notice of request to obtain a credit within thirty (30) days of the Outage or other failure to meet the target availability time for the Service in order to receive any such credit. The credit request must include the: (i) trouble ticket number issued by WVTCG at the time that the Outage or failure to meet the target service level for the Service was reported; (ii) date and estimated start time of the Outage or failure to meet the target service level for the Service; (iii) a brief description of the Outage or failure to meet the service level; and (iv) Customer location where the Outage or failure to meet the service level occurred. If Customer does not give WVTCG such written notice within the enumerated thirty (30) day period, Customer shall be deemed to have waived its right to receive the credit.

**5. Exclusions**

No credits or refunds for an Outage or failure to satisfy any service level shall be issued for any of the following: (a) any interruption caused directly or indirectly by the negligence, misconduct, act, error, or omission (including the provision of inaccurate information) of Customer and/or any user of the Service or any third party using the Service; (b) any interruption during any period that WVTCG or any of its agents or contractors are not afforded access to any premise where Service is originated or terminated; (c) any interruption during any period when Customer and/or any user has not released the Service to WVTCG for maintenance, reconfiguration, or rearrangement purposes, or for the implementation of a Customer Service Order; (d) any interruption during periods when Customer and/or any user elects not to release the Service for testing and/or repair and continues to use the Service on an impaired basis; (e) any interruptions not promptly reported to WVTCG; (f) interruptions occurring prior to the initiation of Service; (g) interruption due to failure of power or a power surge at Customer's premise or the premise of any user or failure of any equipment or systems irrespective of whether such equipment as provided by WVTCG and including any equipment or system WVTCG may obtain or contract for at the request of Customer; (h) any interruption or other defect occurring in Customer-provided interconnection facilities or caused by an internet service provider in situations where WVTCG is the not the internet service provider; (i) any interruption during any period that Customer is receiving the Service free of charge; (j) any interruption due to any force majeure event as described in the Universal Terms and Conditions of Service available at [www.wvtcg.com](http://www.wvtcg.com); (k) any Scheduled Maintenance or other service interruptions agreed to by Customer for the purpose of allowing WVTCG to upgrade, change, implement an order, or maintain, or make routine repairs to the Service; (l) any interruption resulting from Customer's or any user's use of the Service in an unauthorized or unlawful manner; (m) any interruption caused by the failure of any local loop or the failure of any network or system provided by Customer or any third party; or (n) any interruption resulting from disconnection or suspension of the Service for non-payment or an interruption of Service resulting from incorrect orders from Customer.

The credits described in this Service Level Agreement shall be the sole and exclusive remedy available to Customer in the event of any Outage, interruption of Service, or failure to meet a target service level, and under no circumstance shall a Service Outage or a failure to meet a target service level set forth in this Service Level Agreement be deemed a default under the Customer Service Order Agreement, Universal Terms and Conditions of Service, or this Service Level Agreement.