

CROSSWIND CLOUD SOLUTIONS CORP | TERMS AND CONDITIONS

1. AGREEMENT. These Terms and Conditions apply to all services and products ("Service" or "Services") that Crosswind Cloud Solutions Corp. ("Crosswind") and its operating affiliates provide to Client. Client has contracted for Service under a written, signed Order for Service, or other written service order, which incorporates these Terms and Conditions by reference (inclusive of any Pricing Exhibits or other documents that are part of or are incorporated by reference into the Order for Service), all of which together shall constitute an agreement under which Client purchases Services from Crosswind ("Agreement"). These Terms and Conditions may be modified by Crosswind at any time and at Crosswind's sole discretion. In that event, Crosswind will publish changes to these Terms and Conditions on Crosswind's website (www.Crosswindvoip.com), which changes shall become effective ten (10) days following the date of such publication, for all Services purchased by Client following such effective date.

2. TARIFFS. Where applicable, Crosswind may provide Services ordered by Client under the Agreement in accordance with the terms and conditions set forth in Crosswind's effective tariffs, price lists, service guides or other documents that are filed or otherwise sanctioned by the Federal Communications Commission or state regulatory commissions, as they are amended from time to time ("Tariff" or "Tariffs"). Where Services are provided in whole or in part under an applicable Tariff, these Terms and Conditions shall supplement any effective terms and conditions set out in the applicable Tariff. For Services not provided in whole or part pursuant to a Tariff, such Services shall be provided in accordance with the Agreement, including without limitation these Terms and Conditions.

3. USE OF SERVICES/RESTRICTIONS. Client must use the Services in accordance with this Agreement and all applicable laws, including without limitation copyright, trademark, obscenity and defamation laws. The Services are retail services and are not for resale or distribution by Client. Use of the Services for any purpose that is unlawful, or in any manner which could damage, disable, overburden or impair the operation of the Services of Crosswind or other communications providers or other clients, or in any other way that negatively impacts Crosswind's provision of Services is strictly prohibited. Without limitation, Client is strictly prohibited from using the Services to (a) store, distribute or transmit any unlawful material, (b) compromise or attempt to compromise the security of any networked account or site, (c) attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of others, or relay communications through any third party servers without the owner's authorization, (d) probe, scan or test the vulnerability of Crosswind's Services or network, (e) interfere with the Services or another's use of Crosswind's services in any way, (f) engage in or facilitate fraudulent calling, call spoofing, call pumping, or otherwise use any forged, false or misleading number identity or employ techniques to hide, obscure or counterfeit the source of a call or other communication, (g) collect or use information without the consent of the owner, (h) engage in conduct that is likely to result in retaliation against Crosswind, its network, services, employees, officers or other agents, (i) configure the Services in a manner that prevents E911 services from operating properly, (j) make threats of physical harm or harass any person or entity, (k) mass distribute unsolicited communications, otherwise violate telemarketing or other marketing laws or privacy laws or regulations, or engage in spamming, or (l) create or permit a publicly accessed Wi-Fi hotspot without prior authorization. Violation of any provision of this Section, including without limitation any subsection hereof, may result in suspension or termination of Services or this Agreement in Crosswind's sole discretion. **a. Excessive Consumption.** Excessive consumption of network or system resources, whether intentional or unintentional, is strictly prohibited. Unless specified in the Pricing Agreement/Quote, Crosswind reserves the right to determine in its sole discretion whether a Client's use violates this restriction. For wireless plans of 5GB or below, routine use in excess of 10GB of data per location per month of wireless Service is deemed to constitute

excessive consumption. For wireless plans of 10GB and above, excessive consumption will also be deemed to occur when the usage exceeds the existing plan by 10GB.

b. Use of SIP Service. Crosswind's Session Initiation Protocol ("SIP") Service shall not be used in connection with resale applications, foreign exchange services, public telephone services, calls to Internet Service Providers, broadcast facsimile applications, or with aggregated end user traffic equipment. Client shall not share, resell, or allow the use of Crosswind's SIP Service, in whole or in part, by any third party, including but not limited to other providers of computer or communications services. Client shall not combine traffic or use Crosswind's SIP Service for anything other than providing SIP origination or termination service to its own end points. Client expressly agrees, represents and warrants that no calls will be made via use of Crosswind's SIP Service from any location other than (i) the actual Client premises specifically designated by Client on the Pricing Agreement/Quote and Service Orders, as applicable, and at which SIP Service is established, or (ii) from Client branch locations interconnected to such Client premises by Crosswind-provided VPN or third-party networks. Crosswind reserves the right to discontinue furnishing SIP Service if Client's usage, in Crosswind's sole discretion, is deemed not to be that of an expressly authorized application.

c. Use of Auto-dialers. Use of auto-dialers in connection with the Services is strictly prohibited without Crosswind's prior written authorization. Crosswind reserves the sole right to authorize the use of auto-dialers and may decline to provide such authorization for any reason and in its sole discretion.

d. Improper Usage Patterns. Subject to the other terms set forth herein relating to fraudulent calling, Crosswind reserves the right to notify Client if and to the extent that Crosswind determines, in its sole discretion, that Client's use of the Services is showing improper usage patterns. For VoIP outbound services, improper usage patterns may include but are not limited to calling patterns where Client's ratio of inbound to outbound call minutes exceed 80% of Client's aggregate minutes, or Client's aggregate minutes of usage during a monthly billing cycle per Seat/Line in an order exceeds 2,500 minutes regardless of the purchased service plans. Aggregate minutes are calculated by adding all of Client's inbound and outbound minutes of usage during a monthly billing cycle. For VoIP toll free inbound service, this includes but is not limited to calling usage which exceeds 2,500 minutes per monthly billing cycle. Crosswind reserves the right to, in its sole discretion, suspend or terminate Services or the Agreement or convert Services to an appropriate measured calling plan where improper usage patterns are identified. Notwithstanding the foregoing, Crosswind has no obligation to monitor the Services for improper usage patterns or fraudulent calling or to provide any notification to Client related thereto.

e. Crosswind Access to Client Data. To comply with applicable laws and lawful government requests, to operate its Services properly, or to protect itself or any third parties, Crosswind reserves the right to access and disclose any information, data, graphics, video, sound, files and other content created by, provided by, or accessed by Client. This may also include disclosing account holders' names and other registration and identification information to the extent permitted by law. Crosswind reserves the right in its sole discretion, but shall not be obligated, to remove from public view any content incorporated on or through its Services. Crosswind will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to such authorities any suspect activity of which it becomes aware.

4. USE OF SERVICE BY CALIFORNIA RESIDENTS. Crosswind acknowledges that in the course of providing its Services, it may receive certain personal information about Client and its end users, such as IP address and phone number. Crosswind certifies that it understands the restrictions set forth in Section 1798.140(w)(2)(A) of the California Consumer Privacy Act of 2019 (CCPA) related to personal information, and that it will comply with the same. Crosswind will not sell any personal information provided or otherwise made available by Client, nor will Crosswind retain, use, or disclose any personal information provided or otherwise made available by Client for any purpose other than the specific purpose of providing the Services specified in the Agreement, including for a commercial purpose other than providing the Services specified in the Agreement or as otherwise permitted by applicable law.

Unless prohibited by applicable law, Crosswind shall, as soon as reasonably practicable, forward to Client all requests or notifications received from individuals wishing to exercise their rights under applicable law, including the CCPA, with respect to their personal information. Unless otherwise required by applicable law, Crosswind's only response to a request for information shall be to inform the requestor that such request has been passed along to the appropriate party. If requested by Client and except where prohibited under applicable law, Crosswind shall reasonably assist Client, at Client's expense, in complying with Client's obligations under applicable data protection laws related to individual rights.

Client represents and warrants that it complies, and will continue to comply, with all applicable data protection laws, that it has a right to provide Crosswind with any personal information it makes available to Crosswind, and that, where required by applicable law, it has provided the appropriate notices and consents to individuals related to such personal information. Client shall indemnify, defend, and hold harmless Crosswind from and against any and all claims, causes of action, liabilities, judgments, damages, and expenses, including court costs and reasonable attorney's fees, arising out of or related to Client's breach of the foregoing warranties.

5. CPNI NOTIFICATION AND CLIENT AUTHORIZATION. Crosswind's ability to deliver superior service is enhanced by having access to Client account records for marketing purposes, including using that information to offer additional products and services tailored to Client's needs. Under federal law, Client has the right, and Crosswind has the duty, to protect the confidentiality of certain Client information relating to the telecommunications and interconnected Voice over Internet Protocol ("VoIP") services (which permit VoIP Clients to both send and receive calls to and from traditional telephone networks) that Client purchases from Crosswind, how such services are used, the related charges for those services, and usage data and calling patterns associated with Client's use of those services. This type of information is known as Customer Proprietary Network Information ("CPNI"). CPNI does not include directory information, such as a Client's telephone number, name, address, or primary advertising classifications, nor does CPNI include information about non-telecommunications services, such as equipment or broadband services.

TO ALLOW CROSSWIND TO USE AND SHARE YOUR CPNI WITH ITS AGENTS AND AFFILIATES FOR THIS PURPOSE, NO FURTHER ACTION IS REQUIRED. UNDER NO CIRCUMSTANCES WILL CROSSWIND OR ITS AUTHORIZED AGENTS SELL, TRADE OR SHARE YOUR CPNI WITH ANYONE ELSE, UNLESS REQUIRED BY LAW. IF, AT ANY TIME, YOU WOULD PREFER THAT CROSSWIND NOT USE YOUR CPNI TO OFFER YOU ADDITIONAL PRODUCTS AND SERVICES OUTSIDE OF THE CATEGORY OF SERVICES TO WHICH YOU CURRENTLY SUBSCRIBE, PLEASE CALL CLIENT SUPPORT AT 1-888-920-5685 TO REQUEST TO OPT-OUT. ANY CLIENT REQUEST TO OPT-OUT WILL NOT AFFECT THE SERVICES PROVIDED BY CROSSWIND.

6. EQUIPMENT. Except as otherwise set forth in this Agreement, Client shall be responsible for obtaining and maintaining any equipment or network services needed to connect to, access, and otherwise use the Services, including, without limitation, modems, routers, computing hardware, software, Internet service connectivity, and

local and long distance telephone service. Subscribers to service plans are also responsible for obtaining and maintaining IP Phones, switches, SD-WAN routers, and any other network equipment furnished by Crosswind. Client shall be responsible for ensuring such equipment is compatible with the Services.

7. RATES AND PRICING. The rates and charges that apply to each Service are those reflected in the Order for Service, including without limitation the Pricing Quotes and Services Orders thereto. Crosswind reserves the right to modify Service and rate offerings at any time upon thirty (30) days written notice to Client. **a. Implementation of Rate Increases.** Except as otherwise provided in the Agreement (including without limitation these Terms and Conditions), if Crosswind materially increases rates (excluding taxes, surcharges and fees) on any Service for any location covered by this Agreement, the Client has up to ninety (90) days from the earlier of its receipt of the first invoice reflecting the rate increase, or prior written notification from Crosswind, if any, of such rate increase to elect to either: (i) migrate the Services to another Crosswind provided service, (ii) negotiate a new Agreement with Crosswind, or (iii) accept the rate increase, in which case this Agreement will continue to govern for all locations. To make such election, Client must provide notice in writing or by telephone to Crosswind Client Services within such ninety (90) day period. Failure to provide such notice within such ninety (90) day period shall be deemed Client's acceptance of the rate increase.

8. Service Features and Capabilities. Crosswind's Service offerings include numerous tools, features and capabilities (collectively referred to as "Service Attributes"), which are either included with the Client's base Service offering or provided as part of a Service add-on or upgrade fee. Crosswind reserves the right to add, change or discontinue any Service Attribute or their functionality, as determined or deemed necessary by Crosswind in its sole discretion. Crosswind may make commercially reasonable updates to the Service Attributes from time to time. In certain situations, the addition of new Service Attributes may be contingent upon Client's agreement to additional terms and conditions. If Crosswind makes a material change to the Service attributes, Crosswind will use reasonable efforts to inform Client before their implementation, but reserves the right to implement changes immediately if such action is deemed necessary by Crosswind. Should any Service Attribute be discontinued, Crosswind will use commercially reasonable efforts to provide a replacement service with similar attributes. If Crosswind is unable to provide a replacement service with similar attributes, and if the Client is paying an add-on or upgrade fee for the discontinued service, the price for that feature will be removed (and/or Client's account will be credited accordingly), with no further liability to either the Client or to Crosswind related thereto.

9. TAXES, SURCHARGES AND FEES. In addition to the Rates and Charges that apply to Services, Client will be assessed and will remit taxes, surcharges and fees invoiced by Crosswind, as required or permitted under applicable law, regulation or Tariff, including but not limited to federal, state and local sales, use, property, excise, telecommunications, and other taxes, franchise fees, federal and state universal service fund fees, and other federal, state or local governmental charges and regulatory fees. Surcharges and fees related to the recovery of administrative costs associated with Crosswind's regulatory compliance may also be assessed. Client is deemed for all regulatory reporting and fee, surcharge and assessment remitting purposes to be the end user of the Services. As the level of applicable taxes, surcharges and fees are modified by governmental authorities on an ongoing basis and the level of costs associated with administrative compliance may change, the amount of the taxes, surcharges and fees assessed by Crosswind to Client are subject to change on an ongoing basis. Such taxes, surcharges and fees will generally be invoiced to Client as separate charges on the Client invoice. **a. Tax-Exempt Status.** If Client wishes to claim tax-exempt status then Client must supply Crosswind with a copy of Client's tax exemption certificate or other documentation supporting Client's certification of its entitlement from each jurisdiction from which it is claiming exemption, within fifteen (15) days of installation of applicable Services. If Client supplies such documentation after that time, Crosswind will process such exemption on a prospective basis, allowing Crosswind at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Client agrees to pay or reimburse Crosswind for any tax, surcharge or fee not collected or liability incurred, including without limitation related interest and penalties arising from Crosswind's reliance on such invalid certificate or documentation. Client hereby consents that Crosswind may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Client of its obligation to pay applicable franchise fees or other non-tax fees and surcharges where the application of such fees and surcharges are not governed or affected by the tax-exempt standing of Client.

10. CANCELLATION. In the event the Client should cancel any Service prior to or after activation, then Client shall be liable to Crosswind for: (a) any Crosswind and/or underlying provider's installation requirements, costs and charges, including any termination charges from the date of cancellation through the remainder of the current Term, in the event Service is terminated or cancelled prior to expiration of such Term, and (c) any applicable Early Termination Fees (as defined in the Order for Service). To ensure accurate billing of Services, it is the Client's responsibility to notify Crosswind Account Management at sales@Crosswindvoip.com to cancel any Service. In addition to the cancellation fees and charges specified above, Client is responsible for the full payment of all Services until the date the notification of cancellation is provided to and received by Crosswind, or the actual date the Service provided by Crosswind is discontinued, whichever is later.

11. DIRECTORY LISTING. Upon Client's written request, Crosswind will seek to arrange for listing of Client's telephone number in the local telephone directory, such listing to consist of one line of standard type. Since the directory is published by a third party with no contractual relationship with Crosswind, Crosswind will not be liable to Client, or third party, for any claims, damages or otherwise, due to any omitted listings from, or erroneous listings in the telephone directory, including but not limited to any typographical or numerical errors.

12. NO WARRANTY. CROSSWIND WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, PURSUANT TO GENERALLY ACCEPTED INDUSTRY STANDARDS AND PRACTICES FOR SIMILAR SERVICES; PROVIDED, HOWEVER, THAT CLIENT UNDERSTANDS AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY ISSUE OR CLAIM RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES SHALL BE FOR CROSSWIND TO PROVIDE CLIENT WITH A CREDIT ALLOWANCE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS AGREEMENT. EXCEPT FOR SUCH CREDIT ALLOWANCE AND THE LIMITED WARRANTY PROVIDED HEREIN, CROSSWIND PROVIDES ALL SERVICES ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES IS AT CLIENT'S OWN RISK. EXCEPT AS EXPRESSLY STATED ABOVE, CROSSWIND DOES NOT MAKE ANY, AND EXPLICITLY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AS WELL AS ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICES. CROSSWIND DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD-PARTY ATTACKS. CLIENT ACKNOWLEDGES AND AGREES THAT THESE DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES FOR SERVICE OFFERED BY CROSSWIND.

13. LIMITATION OF LIABILITY. WITH RESPECT TO CLAIMS OR SUITS BY CLIENT, OR ANY OTHERS, FOR DAMAGES RELATING TO OR ARISING OUT OF ACTS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER, CROSSWIND'S LIABILITY FOR SERVICE INTERRUPTIONS OR PROBLEMS OF ANY KIND, IF ANY, SHALL BE LIMITED TO CREDIT ALLOWANCES AS EXPRESSLY PROVIDED IN THIS AGREEMENT. IN NO EVENT SHALL SUCH CREDIT ALLOWANCE EXCEED THE TOTAL AMOUNT OF FIXED MONTHLY RECURRING CHARGES BILLABLE TO CLIENT FOR THE SERVICES UNDER THIS AGREEMENT FOR A PERIOD OF ONE (1) MONTH. CROSSWIND AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM: (A) THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, USE OR MISUSE OF AN ACCOUNT, EQUIPMENT OR SERVICE; (B) ANY ACT OR OMISSION OF CLIENT, OR ITS END USERS OR AGENTS, OR ANY OTHER ENTITY FURNISHING SERVICES TO CLIENT; OR (C) ANY PERSONAL OR PROPERTY DAMAGES DUE TO THE LOSS OF STORED, TRANSMITTED OR RECORDED DATA RESULTING FROM THE SERVICE, EVEN IF CROSSWIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CROSSWIND BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF DATA, GOODWILL OR PROFITS, SAVINGS OR REVENUE, INTERRUPTION OF BUSINESS OR HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE OF ACTION WHATSOEVER. IN ADDITION AND NOT IN LIMITATION OF ANY OTHER DISCLAIMER OR LIMITATION OF LIABILITY CONTAINED IN THE AGREEMENT, CROSSWIND AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS THAT CLIENT SUFFERS AS A RESULT OF THE SERVICES, INCLUDING BUT NOT LIMITED TO: (1) ANY INTERRUPTION OR FAILURE OF THE SERVICES, (2) THE DOWNLOADING OR USE OF ANY INFORMATION, DATA, SOFTWARE OR MATERIALS OBTAINED VIA THE SERVICES OR FROM THE INTERNET, (3) ANY FAILURE TO COMPLETE A TRANSACTION ON THE INTERNET OR WHILE USING THE SERVICES, (4) ANY LOSS OF DATA, EMAIL, BACK-UP FILES OR OTHER ELECTRONICALLY-STORED INFORMATION, (5) ANY UNAUTHORIZED USE OF, OR MODIFICATION TO, THE SERVICES OR THE COMBINATION OF THE SERVICES WITH OTHER SERVICES, EQUIPMENT OR PRODUCTS, (6) ANY INTERRUPTION OR FAILURE OF A THIRD PARTY'S SERVICES, SOFTWARE, EQUIPMENT OR NETWORK, (7) VIRUSES, WORMS, ADWARE, MALWARE, TROJAN HORSES, CYBER ATTACKS OR OTHER HARMFUL DATA, SOFTWARE, OR ACTIVITY, OR (8) ANY UNAUTHORIZED ACCESS, ALTERATION, THEFT OR DESTRUCTION TO CLIENT'S DATA, COMPUTERS, EQUIPMENT, OR SYSTEMS. CLIENT SPECIFICALLY ACKNOWLEDGES THAT SERVICES MAY BE PROVIDED BY ONE OR MORE SUPPLIERS, AND THAT CROSSWIND IS RESELLING THE SERVICE PROVIDED. CROSSWIND'S SOLE LIABILITY WITH RESPECT TO THE SERVICES PROVIDED BY CROSSWIND SHALL BE AS SET FORTH ABOVE. CLIENT ACKNOWLEDGES THAT CROSSWIND HAS ENTERED INTO THIS AGREEMENT AND HAS SET ITS PRICES IN PART IN RELIANCE ON THE LIABILITY LIMITATIONS AND THAT THEY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CLIENT AND CROSSWIND UNDER THE AGREEMENT.

14. INDEMNIFICATION. Client agrees to indemnify, defend and hold harmless Crosswind and its officers, directors, employees, agents, affiliates and suppliers (collectively, the "Crosswind Parties") from and against any claims, actions, demands, liabilities, judgments, losses, damages, and expenses, whether direct or indirect, including attorney's fees and court costs (collectively "Losses"), arising out of or otherwise relating to any breach of any representation, warranty or covenant of Client under the Agreement, any use or misuse of the Service, or related acts or omissions by Client, its employees, agents, invitees, or other users of its account or Service, and/or Client's replacement or transmission of any message, information, software or other materials on the internet by Client or end users of Client's account or otherwise posting, accessing or using content via the Services.

15. BINDING ARBITRATION

15.1 Purpose. If Customer has a Dispute (as defined below) with Crosswind that cannot be resolved through an informal dispute resolution process between the Parties, Customer or Crosswind may elect to arbitrate that Dispute in accordance with the terms of this arbitration provision ("Arbitration Provision") rather than litigate the Dispute in court. Arbitration means the Parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding an arbitration may result in limited discover and may be subject to limited review by courts.

15.2 Definition. The term "Dispute" means any dispute, claim, or controversy between you and Crosswind regarding any aspect of Customer's relationship with Crosswind whether based in contract, statute, regulation, ordinance, tort (including but no limited to fraud, misrepresentation, fraudulent inducement, negligence, or an other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision, "Crosswind" means Crosswind and its officers, directors, employees and agents.

15.3 Right to Opt Out. IF CUSTOMER DOES NOT WITH TO BE BOUND BY THIS ARBITRATION PROVISION, CUSTOMER MUST NOTIFY CROSSWIND IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE COMPANY EXECUTED THE AGREEMENT BY MAIL TO CROSSWIND 1221 FARMINGTON LAKES DR OSWEGO IL 60543 ATTN: LEGAL DEPARTMENT. YOUR WRITTEN NOTIFICATION TO CROSSWIND MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND CROSSWIND ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WITH SO RESOLVE DISPUTES WITH CROSSWIND THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILLHAVE TO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH CROSSWIND OR THE DELIVERY OF SERVICE(S) TO THE CUSTOMER BY CROSSWIND. IF CUSTOMER HAS PREVIOUSLY NOTIFIED CROSSWIND OF ITS DECISION TO OPT OUT OF ARBITRATION, CUSTOMER NEED NOT PROVIDE NOTICE AGAIN.

15.4 Initiation of Arbitration Proceeding/Selection of Arbitrator. If Customer or Crosswind elect to resolve a Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association – Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA."

15.5 Arbitration Procedures.

(a) Because the Service(s) provided to Customer by Crosswind concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where the Customer receives the Service from Crosswind may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.

(b) If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Customer's dispute with Crosswind. If this situation arises, the Parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the Parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Agreement shall govern.

(c) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

(d) The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the Parties for purposes of enforcement.

(e) If an award by the arbitrator exceeds \$75,000, either part can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

15.6 Restrictions:

(a) CUSTOMER MUST CONTACT CROSSWIND WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT CROSSWIND WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 16.9 OF THE GENERAL TERMS AND CONDITION), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(b) Payment of Arbitration Fees and Costs. CROSSWIND WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON CUSTOMER'S WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. CUSTOMER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT CUSTOMER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN CROSSWIND'S FAVOR, CUSTOMER SHALL REIMBURSE CROSSWIND FOR THE FEES AND COSTS ADVANCED TO CUSTOMER ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN CUSTOMER'S FAVOR, CUSTOMER WILL NOT BE REQUIRED TO REIMBURSE CROSSWIND FOR ANY OF THE FEES AND COSTS ADVANCED BY CROSSWIND. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE- ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, CROSSWIND WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

15.7 Severability.

(a) If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

(b) In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, Customer and Crosswind have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

15.8 Exclusions from Arbitration. CUSTOMER AND CROSSWIND AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY CUSTOMER OR BY CROSSWIND THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN CROSSWIND AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

15.8 Continuation. This Arbitration Provision shall survive the termination of Customer's Agreement with Crosswind and the provisioning of Service(s) thereunder.

16. Charges, Billing and Payment.

16.1 Charges. Client agrees to pay Crosswind all charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by Crosswind. The charges may include, but are not limited to installation

charges, monthly recurring service charge, usage charges including without limitation charges for the use of Crosswind

Equipment, per-call charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges, and recoupments (however designated). Except as otherwise indicated herein or on the applicable Service Order(s), monthly recurring charges for Services shall not increase during the initial Service Term.

16.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from the amounts charged by Crosswind. These may include without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, messaging services, IVR services, call center services, or otherwise. Client agrees that all such charges, including applicable taxes, are Client's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

16.3 Payment of Bill. Except as otherwise indicated herein or on the Service Order(s), Crosswind will invoice Client in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to Crosswind for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to Crosswind within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Client's next monthly invoice shall include a *prorated* charge for the Services, from the date of installation to the first day of the new billing period. In certain cases, Crosswind may agree to provide billing services on behalf of third parties, as the agent of the third party. Crosswind shall not be responsible for any dispute regarding these charges between Client and such third party. Customer must address all such disputes directly with third party.

16.4 Partial Payment. Partial payment of any bill will be applied to the Client's outstanding charges in the amounts and proportions as solely determined by Crosswind. No acceptance of partial payment(s) by Crosswind shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

16.5 Payment by Credit Card. Upon Client's written request and Crosswind's acceptance of such request, Crosswind will accept certain credit card payments for charges generated under the Agreement. By providing Crosswind with a credit card number, Client authorizes Crosswind to charge the card for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Client provides sixty (60) days notice to stop charging the credit card. Customer agrees to provide Crosswind with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that the Client's credit card limit is or will be insufficient to cover payment. If Crosswind is unable to charge Client's credit card for any reason, Client agrees to pay all amounts due, including any late payment charges of bank charges, upon demand by Crosswind. Crosswind may limit the option to pay by credit card to specific Services or may discontinue acceptance of credit card payments in whole or in part upon thirty (30) days prior notice to Client.

16.6 Credit Approvals and Deposits. Initial and ongoing delivery of Service may be subject to credit approval. Client shall provide Crosswind with credit information requested by Crosswind. Client authorizes Crosswind to make inquiries and to receive information about Client's credit history from others and to enter this information into Client's records. Client represents and warrants that all credit information that I provides to Crosswind will be true and correct. Crosswind, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Crosswind may require Client to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to Crosswind's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Crosswind as security for payment of Client's charges. If the provision of Service to Client is terminated, or if Crosswind determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Client's account or will be refunded to Client, as determined by Crosswind.

16.7 Taxes and Fees. Client shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Client will be responsible to pay and Service fees, payment obligations and taxes that become applicable retroactively.

16.8 Other Government-Related Charges. Crosswind reserves the right to invoice Client for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Crosswind or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from the Client. These obligations may include those imposed on Crosswind or its Affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that

Crosswind or its Affiliates are required to collect from the Client or to pay to others in support of statutory or regulatory programs. For example, Voice clients are charged a monthly regulatory recovery fee to help defray Crosswind's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice.

16.9 Disputed Invoices. If Client disputes any portion of an invoice, Client must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Client's claim, to Crosswind for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the Parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Crosswind, all disputed amounts shall become immediately payable to Crosswind. Under no circumstances may Client submit a billing dispute to Crosswind later than sixty (60) days following Client's receipt of the applicable invoice.

16.10 Past-due Amounts. Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Client's account is delinquent, Crosswind may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Crosswind Equipment that Client fails to return in accordance with the Agreement. If Crosswind is required to use a collection agency or attorney to collect any amount owed by Client or any unreturned Crosswind Equipment, Client agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Crosswind under the Agreement or at law or in equity.

16.11 Rejected Payments. Except to the extent otherwise prohibited by law, Client will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

16.12 Fraudulent Use of Services. Client is responsible for all charges attributable to Client with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. Crosswind may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Client. Crosswind reserves the right to restrict, suspend or discontinue providing any Service in the event of the fraudulent use by the Client.

16. TERM/RENEWAL. Upon the expiration of the initial Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of one (1) year. Each ("Renewal Term(s)" and unless otherwise distinguished herein, is also referred to as "Service Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the then current Service Term, or in the case of Louisiana Customers, notice of non-renewal is delivered to Crosswind within thirty (30) days following the expiration of the then current Service Term. Such termination shall be effective thirty (30) days after Crosswind's receipt of the termination notice.

a. Changes in Monthly Recurring Service Charges. Except as otherwise identified in the Agreement, at any time during initial Service Term and from time to time thereafter, Crosswind may increase the monthly recurring charges for Voice and/or Video Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing. Nothing within this Section 16a is intended to limit Crosswind's ability to increase charges associated with the Services as set forth in Section 16.

17. TERMINATION. Crosswind may terminate the Agreement for convenience upon thirty (30) days prior written notice. Crosswind may terminate the Agreement or suspend Service upon fifteen (15) days prior written notice, if Client breaches the Agreement and Client fails to cure the breach within such notice period; provided, however, that the notice and cure period for breach of any of Client's payment obligations shall be only ten (10) days. Crosswind may terminate the Agreement immediately upon written notice to Client if (i) Client dissolves or becomes insolvent or bankrupt; (ii) Client makes an assignment for the benefit of creditors; (iii) Client suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; (iv) a trustee or receiver is appointed over Client or any of its assets; (v) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against Client; or (vi) Client willfully uses, or permits or allows a third party to use, the Services provided by Crosswind in violation of the Agreement or applicable law. Client further understands and agrees that any breach by Client of its obligations under this Agreement shall also be

deemed a breach by Client of its obligations under any other agreements it (or any Client affiliate) has entered into with Crosswind and understands and agrees that any such breach shall authorize Crosswind to suspend performance under, and or terminate, said agreements with Client (or Client's affiliates) pursuant to the terms of this Agreement. Crosswind shall not be liable for any special, incidental or consequential damages whatsoever incurred by Client while Service is suspended or terminated for non-payment. If Client provides proper notice of cancellation and continues to use a Service beyond the expiration date of the Term, the rates and charges applicable to Client will be automatically converted to a month-to-month pricing plan and Client will remain obligated to pay for such Services until the actual date of discontinuance.

If this Agreement is cancelled or terminated prior to expiration of the Initial Term or the then current Term either (i) by Crosswind for Client's breach or (ii) by Client for any reason whatsoever, Client is liable to Crosswind for a termination fee ("Termination Fee") equal to the sum of (a) twenty five dollars (\$25.00) per VoIP seat multiplied by the number of months remaining in the Term, and 100% of the scheduled monthly recurring charges due under this Agreement for data circuits and all other services not listed above, (b) other Services provided by Crosswind or by third parties through Crosswind, including without limitation those charges specified in Section 10 above, and (c) any applicable governmental surcharges and fees. Client agrees that the Termination Fee and the cancellation charges each are based on an agreed term commitment by Client, are reasonable, and are not a penalty. Client is also responsible for any past due balances, termination fees, commitment fees or penalties that may be assessed to Client by any predecessor carrier that was utilized by Client prior to obtaining Service from Crosswind.

18. REMEDIES. If Client fails to pay any outstanding charges within ten (10) days after written notice of delinquency (and for such purposes, a past due invoice shall constitute notice of delinquency), fails to comply with any other material term or condition of this Agreement, or fails to cure any other breach of this Agreement within the time period specified in Section 16 above, Crosswind may, at its option, take any or all of the following actions: (a) terminate the Services or any portion thereof; (b) temporarily suspend or block the Services; (c) remove Client and Client's equipment from Crosswind facilities and locations; (d) commence action to collect all sums then due or that subsequently become due to Crosswind; (e) require a deposit; (f) repossess Crosswind equipment from Client's location(s) and (g) take any additional steps permitted by law. All of such remedies shall be cumulative. In the event of termination, Client shall be liable for all charges incurred as of the termination date, and for all other additional charges and fees set out in this Agreement, including without limitation all cancellation and Termination Fees specified in these Terms and Conditions. In the event Crosswind initiates litigation under this Agreement, Client shall be responsible for the reasonable attorney's fees and other costs of collection incurred by Crosswind, unless Client prevails in such litigation.

19. EXPORT CONTROL. Client agrees to comply with U. S. export laws concerning the transmission of technical data and other regulated materials via the Service. Client represents that neither it, nor any of its employees, officers, directors or agents are named on any U.S. government denied-party list or on the U.S. Treasury Department's List of Specially Designated Nationals or Blocked Persons List, or other such official list, whether now existing or hereafter published. Client will not permit any user to access or use any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation and will ensure that Crosswind products, Services and equipment will not be exported, directly or indirectly, in violation of any export laws or regulations, or used for any purpose prohibited by such export laws or regulations.

20. ANTI-CORRUPTION. Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Crosswind employee or agent in connection with this Agreement. Reasonable and nominal gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Crosswind's Legal Department.

21. INTELLECTUAL PROPERTY; NON-INFRINGEMENT; CONFIDENTIALITY. Client represents and warrants that any patent, trademark, trade secret, copyright, or any proprietary or other intellectual property of Client that is provided to Crosswind hereunder ("Client IP") does not infringe on any United States or foreign patent, trademark, trade secret or copyright, or any proprietary or other intellectual property rights held by any third party. Client also acknowledges

current US laws protect copyright owners from unlawful, unpermitted use in over-the-phone broadcast. Accordingly, clients (including Client) using any Crosswind feature capability which supports the playback of audio or video files further warrant they are solely responsible for abiding by and adhering to all such laws and regulations and will refrain from any unauthorized use, duplication or re-creation of any material protected by copyright. Client grants Crosswind a non-exclusive license to use the Client IP during the Term, provided that Crosswind submits such proposed use to Client for approval prior to using such Client IP. Client shall promptly review any such submission by Crosswind and shall not unreasonably withhold approval. **a. CROSSWIND'S PROPRIETARY RIGHTS.** All materials including, but not limited to, any Crosswind provided equipment (referred to herein as "Equipment"), including related firmware, software, data and information provided, sold or leased by Crosswind, any identifiers or passwords used to access the Service or otherwise provided by Crosswind, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Crosswind to provide the Service (collectively "Crosswind Materials") shall remain the sole and exclusive property of Crosswind or its suppliers and shall not become a fixture to any Service location. Client shall acquire no title to, interest or right (including intellectual property rights) in the Crosswind Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Crosswind Materials solely for Client's use of the Service; such license to use shall immediately terminate upon termination of the Agreement. Client may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Crosswind Materials, in whole or in part, or use them for the benefit of any third party. Client shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Crosswind Materials not expressly granted to Client herein are reserved to Crosswind or its suppliers. Client shall not open, alter, misuse, tamper with, or remove the Equipment or Crosswind Materials installed by Crosswind. Further, Client shall not remove any markings or labels from the Equipment or Crosswind Materials indicating Crosswind (or its suppliers) ownership or serial numbers.

b. CONFIDENTIALITY. Client agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Crosswind Materials and any other information and materials provided by Crosswind in connection with this Agreement that is identified as confidential. Client may not issue a press release, public announcement or other public statements regarding the Agreement without Crosswind's prior written consent.

c. SOFTWARE. If software is provided to Client hereunder, Crosswind grants Client a limited, non-exclusive, and non-transferable license to use such software, in object code form only, for the sole and limited purpose of using the Service for Client's internal business purposes during the Term. Client shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software. Upon termination of a Service, the license to use any software provided by Crosswind to Client for such Service shall terminate and Client shall destroy any copies of the software provided to Client.

22. INTERNET CONTENT. Crosswind hereby WARNS Client that a vast variety of content is available on the networks to which the Services provide access. Some of this content may be deemed shocking, distasteful, misleading, inaccurate or otherwise harmful to Client and/or users. Crosswind has no obligation to screen, edit, monitor or otherwise censor content in any way. Client hereby acknowledges Crosswind has, and shall have, no liability for how the Services are used, what content is posted or accessed, or what effects the content may have on Client and its users, or how they may interpret or use such content. Client agrees to indemnify, defend and hold harmless the Crosswind Parties, pursuant to Section 14 above, from and against any Losses of any kind arising out of or otherwise relating to Client posting, accessing or using content, as well as claims resulting from Client's access to the Services and their use.

23. ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 USC 2701-2711). CROSSWIND MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON ITS NETWORK OR ANY NETWORK ATTACHED TO ITS NETWORK. Crosswind will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on Crosswind's Equipment, transmitted over networks accessed by the Services, or otherwise connected with Client's use of the Services. The Client is responsible for analyzing, implementing, maintaining, and monitoring network security as it pertains to its site. In order to help maintain the security of the Crosswind environment, Crosswind may control access to privileged modes of operation on the Crosswind network. Any

attempts by Client to bypass or otherwise thwart security on privileged modes of operation, or gain unauthorized access to any Crosswind facilities, will constitute a breach of this Agreement. In the event of such breach, all money due through the end of the then-existing term of the Agreement will become due and payable immediately and Client may be liable for other damages as well. Client agrees to inform Crosswind of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of a user ID or password. Until Crosswind is notified by electronic mail, or by fax, or by telephone, of a breach of security, Client shall remain liable for any unauthorized use.

24. CALL RECORDING. Crosswind provides certain of its Clients with a service feature that allows the Client to record individual telephone conversations. The laws regarding the consent requirements, notice, and notification for recording telephone conversations vary from state to state. In some states, you are required to obtain the consent of all parties to a telephone conversation in order to record that conversation. In addition, the Federal Wiretap Act prohibits the recording of telephone conversations unless an exception applies. Client agrees that it is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Failure to comply with such laws can result in civil and criminal penalties. Crosswind makes no representation or warranty regarding Client's use of this Service offering and expressly disclaims all liability with respect to Client's recording of telephone conversations. Client acknowledges that Crosswind has made no representation or warranty in this regard and that Client is solely responsible for obtaining a legal opinion from Client's own attorney as to the legality of their intended use of this feature. Client hereby agrees to fully and unconditionally release, discharge, indemnify, defend and hold harmless the Crosswind Parties, pursuant to Section 14 above, from and against any Losses of any kind arising out of or otherwise relating to Client's recording of any telephone conversations using the described feature.

25. VoIP and Microsoft TEAMS Direct Routing E-911 DISCLAIMER. The Federal Communications Commission (FCC) has promulgated regulations requiring communications providers to make a disclaimer regarding E-911 service associated with the provision of Voice-over Internet Protocol ("VoIP") services, including but not limited to VoIP phone service and Microsoft TEAMS Direct Routing Service. Where a Client's Services includes a VoIP service (e.g., VoIP Phone service or Microsoft TEAMS Direct Routing service), the Client is required to read, understand and acknowledge the disclaimer, which explains that E-911 service may fail under certain circumstances. A copy of the disclaimer is provided to Client in connection with any Service Order to which the disclaimer applies and is incorporated by reference and made a part of the Agreement. The disclaimer must be signed and returned by Client to Crosswind prior to Service activation. In addition, by executing an Order for Service Client acknowledges that Client has read and understood the disclaimer. In the event that Client is not completely comfortable with the limitations of E-911 Service explained in the disclaimer, Client should take action to acquire an alternative means to access E-911 services.

26. DISCLAIMER OF LIABILITY AND INDEMNIFICATION FOR E-911 SERVICE. Client acknowledges that Crosswind does not control how E-911 calls are routed to, answered or handled by any local emergency response centers. Crosswind disclaims all responsibility for the actions and conduct of any and all national and local emergency response centers. Crosswind relies upon third parties to route E-911 calls to local and national emergency response centers. Crosswind disclaims any and all liability or responsibility in the event such third party data used to route the call is incorrect or produces an erroneous result. Neither Crosswind nor its officers, directors, employees, affiliates or agents may be held liable for any claim, damage or loss, and Client hereby waives any and all such claims or causes of action arising from or related to the E-911 services. Client, on its own behalf and on behalf of any third party, hereby agrees to defend, indemnify and hold harmless the Crosswind Parties, pursuant to Section 14 above, from and against any Losses of any kind arising out of or otherwise relating to the absence, failure or outage of the E-911 service, including without limitation the emergency dialing service or access to emergency service personnel. CLIENT ACKNOWLEDGES THAT THE E-911 SERVICES PROVIDED BY CROSSWIND MAY NOT SUPPORT TRADITIONAL E-911 ACCESS TO EMERGENCY SERVICES. IN THE EVENT CLIENT IS NOT COMPLETELY COMFORTABLE WITH THESE LIMITATIONS, CROSSWIND ADVISES CLIENT TO MAINTAIN OR ACQUIRE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES. CLIENT AGREES TO ADVISE ALL EMPLOYEES, VISITORS AND OTHER PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE CLIENT USES THE SERVICE OF THE LIMITATIONS OF CROSSWIND'S E-911 SERVICE.

27. STATE SPECIFIC EMERGENCY SERVICES 911 AND E-911 CALLING NOTIFICATIONS. MANY STATES, INCLUDING THE STATE OF OKLAHOMA, REQUIRE THAT OWNERS OR OPERATORS OF MULTI LINE TELEPHONE SYSTEMS (MLTS) MUST CONFIGURE SYSTEMS TO ALLOW DIRECT DIALING TO 911. IN ADDITION, MLTS NEED TO PROVIDE NOTIFICATION TO A CENTRAL LOCATION WHEN A PERSON WITHIN A FACILITY DIALS 911, AS LONG AS THE SYSTEM MAY BE CONFIGURED TO PROVIDE SUCH NOTIFICATION WITHOUT AN IMPROVEMENT TO THE SYSTEM'S HARDWARE. PLEASE REFERENCE STATE SPECIFIC NOTIFICATIONS AT <http://www.Crosswindvoip.com/service-agreements>.

28. SPECIFIC NON-VOICE SERVICE REQUIREMENTS. Client shall identify to Crosswind any and all non-voice systems, including modem use (e.g., point of sale devices), facsimile and security systems, and any changes in the configuration of such systems during the term of this Agreement, as such systems may require special handling. Client acknowledges that the Service may not be available for use with such systems, either initially or after a change in configuration, because the Service may not be equipped to function with such systems. Client waives any claim against Crosswind for the Service being unavailable for use with such systems, either initially or after a change in the configuration of such systems.

29. LOSS OF SERVICE DUE TO POWER FAILURE OR INTERNET SERVICE OUTAGE. Client acknowledges and understands that certain Services, including without limitation VoIP Service and Microsoft TEAMS Direct Routing Service, do not function in the event of a power failure. Should there be an interruption in the power supply, the Service will not function until power is restored and may require the Client to reset or reconfigure equipment used with the Service. Client also acknowledges and understands that such Services require a fully functioning broadband connection to the Internet and that in the event of an outage the Service will not function until the Internet connection is restored.

30. FRAUDULENT CALLS. In connection with Client's use of the Services, Client is solely responsible for all security measures with respect to the detection and prevention of any unauthorized use of the Services, including, but not limited to, the selection, implementation or maintenance of such security measures and safeguarding all information related thereto (together, the "Security Measures"). Crosswind shall have no liability or obligation in any way with respect to such Security Measures. Furthermore, the Parties hereto acknowledge and agree that Client is exclusively responsible for the confidentiality and protection of any account information, including, but not limited to, passwords or other security related information (together, "Security Information") and any unauthorized access to Client accounts by way of the use of such Security Information. Crosswind shall have no liability or obligation in any way with respect to such Security Information. Client shall defend, indemnify and hold harmless the Crosswind Parties, pursuant to Section 14 above, from and against any Losses of any kind arising out of or otherwise relating to Client's failure to take such Security Measures or failure to protect such Security Information. Client shall be solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the Services. Client shall not be excused from paying Crosswind for Services provided to Client that are the result of a failure by the Client to maintain the Security Measures or protect the Security Information. In the event Crosswind discovers a failure by Client to maintain the Security Measures or protect the Security Information, Crosswind may, but shall not be obligated to, take immediate action, with or without notice to Client, that is reasonably necessary, in Crosswind's sole and absolute discretion, to address the failed Security Measures and/or breach of Security Information. Notwithstanding anything to the contrary contained herein, it is understood that Crosswind is under no obligation to investigate the authenticity of calls charged to Client's account and shall not be liable for any fraudulent or unauthorized calls processed by Crosswind and billed to Client's account.

31. MULTIPLE USERS. Client acknowledges that Client is executing this Agreement on behalf of all persons who use the Service and/or Crosswind-provided Equipment through Client's computer(s), phone systems, PBXs and other telecommunications equipment. Client shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Client further acknowledges and agrees that Client is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, including without limitation these Terms and Conditions whether such breach is the result of use of the Service and/or the Crosswind-provided Equipment by Client or any other user of Client's computer(s), phone systems, PBXs and other telecommunications equipment. Client agrees to defend, indemnify, and hold harmless the Crosswind Parties, pursuant to Section 14 above, from and against any Losses of any kind arising out of or otherwise relating to the use of the Service

and/or Crosswind Equipment by any other user of Client's computer(s), phone systems, PBXs and other telecommunications equipment.

32. ACCESS TO CLIENT'S PREMISES. Client authorizes Crosswind and its employees, agents, contractors and representatives to enter the Client's property and/or premises (the "Premises") to install, maintain, inspect, alter, repair and remove any Crosswind-provided Equipment. All such entries to the Premises by Crosswind shall be conducted, whenever possible, at a time agreed to with Client. Client agrees to reasonably cooperate with Crosswind in scheduling such time. If Client is not the owner of the Premises, upon Crosswind's request Client shall supply Crosswind with the property owner's name and address, evidence that Client is authorized to grant access to the Premises on the owner's behalf, and (if needed) a Letter of Authorization (as defined in the Order for Service) or other written consent from the owner of the Premises, in each case as to Crosswind. Client also grants its consent to Crosswind to contact such owner for the purpose of entering into one or more right of way(s) and/or site lease(s). If Client does not provide access as provided herein, Crosswind may, at its option, (i) declare the full amount for the entire Term due and payable immediately, or (ii) elect to terminate this Agreement without incurring any liability to Client.

33. NON-RECOMMENDED CONFIGURATION. Crosswind has informed Client of the recommended minimum requirements, if any (the "Minimum Requirements"), for efficiently operating the Service. If Client allows the installation of the Service utilizing hardware, broadband connections, configurations or network topology that does not meet the Minimum Requirements (a "Non-recommended Configuration"), Client agrees that (i) Client shall not be entitled to services relating to any issues other than the quality of the signal delivered to Client's IP phone or media converter, and (ii) the following limitations of liability shall apply: CROSSWIND DOES NOT REPRESENT OR WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE CLIENT TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICE, OR THAT ANY SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO THE CLIENT'S EQUIPMENT, PERIPHERALS, SOFTWARE OR DATA. CROSSWIND DOES NOT ASSUME ANY LIABILITY WHATSOEVER FOR ANY DAMAGE OR FAILURE TO INSTALL, ACCESS OR USE THE SERVICE. The foregoing limitation of liability is in addition to and shall not limit, modify or negate any other limitation of liability set forth in this Agreement.

34. CROSSWIND TELECOM PROVIDED EQUIPMENT. In order to facilitate configuration of equipment and ensure its compatibility with Crosswind's network, Crosswind reserves the right to require Client, as a condition to receiving Service, to use customer premise equipment ("CPE") supplied by Crosswind. CPE may include, but is not limited to; IP phones, cordless / wireless / Wi-Fi phones, network security device, router, modem, analog telephone adapter, network switch, wireless modem, wireless antenna, fixed wireless low noise amplifier; or any other equipment provided to Client.

Upon the Parties mutual agreement, Client may either purchase such CPE, which is included as part of a monthly subscription as defined by the Agreement and carries a monthly recurring charge, or Crosswind may rent CPE to Client. If Client purchases the CPE, title shall remain with Crosswind until Client has paid the full purchase price associated with such CPE (as indicated on the Service Order).

With the exception of specified Crosswind VoIP CPE items as otherwise provided herein, Client shall bear the cost of any loss or damage to the CPE from any cause whatsoever, until the purchase price is paid in full. Client acknowledges that it has sole and complete responsibility to maintain physical, logical and environmental security and control with respect to all CPE, and Crosswind shall have no liability whatsoever with respect to any breach of security caused by, related to, or arising out of Client's failure to maintain proper physical, logical or environmental security with respect to any CPE and any other Equipment. Unless and until purchased, the CPE is, and at all times shall remain, the sole and exclusive property of Crosswind, and Client shall have no right, title or interest therein, except as set forth by this Agreement.

Unless purchased, Client, upon the termination or expiration of this Agreement, shall return, at its sole cost, the CPE in good repair and condition (normal wear and tear excepted) to Crosswind. Client shall maintain adequate insurance on the CPE to ensure against damage or loss. If Crosswind agrees to rent the CPE to Client (as indicated on the Service Order), then Crosswind shall retain title to the CPE and Client agrees to use reasonable care in maintaining the CPE while in Client's possession. Upon the expiration or termination of the Services, rented CPE shall be returned to Crosswind by Client (and at Client's expense) in good condition, reasonable wear and tear excepted.

If Client cancels or terminates Service prior to expiration of the Term, Client agrees to return Crosswind provided CPE (and all other Crosswind Equipment) to Crosswind's offices immediately upon such cancellation or early termination of Service. Client's account will be charged for the CPE as soon as notification of cancellation or early termination of Service is provided. If CPE is returned prior to 90 days after the cancellation or early termination date, Crosswind will issue Client a full credit for the CPE charge. CPE returned after 90 days is subject to a restocking fee. The restocking fee will be based on the fair market value of the provided CPE.

a. CROSSWIND-PROVIDED VoIP CLIENT EQUIPMENT. For Crosswind VoIP CPE, including without limitation IP Cordless Phones, IP Desktop Phones, IP Conference Phones and IP Gateways, Crosswind will warrant such CPE for the duration of the Term. Should any of the VoIP CPE require maintenance service, Crosswind will solely determine whether to replace the unit in whole or repair the malfunctioning unit(s). In the event Crosswind selects to repair damaged CPE, replacement parts provided will be either new parts or parts equivalent in performance to new parts. Parts removed from such CPE for replacement will become the property of Crosswind.

Crosswind repair and replacement obligations referred to in this subsection do not cover any of the following: (i) electrical work external to the Crosswind CPE; (ii) repair or replacement of damage to or defects in the CPE resulting from causes external to the CPE, including disaster, fire, accident, neglect, misuse, vandalism, water, power surges, lightning, use of the CPE for other than intended purposes, use of the CPE with items not provided or approved by Crosswind, or resulting from the performance of maintenance or the attempted repair of CPE by persons other than Crosswind authorized personnel; (iii) the furnishing of supplies or accessories, or the painting or refinishing of the CPE; (iv) Services in connection with the relocation of the CPE, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by Crosswind, including communications devices, video devices, audio devices, networks or links; (v) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Crosswind; and (vi) IP Phones not supplied by Crosswind.

b. RETURNS AND UPGRADES. Any Crosswind-provided CPE purchased from or included in a packaged offering which is returned for replacement or credit, for any reason, must include (i) proof of purchase and original packaging; (ii) the contents in an undamaged, original condition, reasonable wear and tear excluded; (iii) all parts, accessories, documentation and packaging materials; and (iv) a valid return authorization number obtained from the Crosswind Client Services department. Client is responsible for the cost and risk of return shipping of any such CPE. If Client receives Crosswind-provided CPE that is visibly damaged upon receipt, Client must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, Client must keep the original carton, all packing materials and parts intact in the same condition in which they were received and contact the Crosswind Support department immediately. To obtain a return authorization number, Client must contact the Crosswind Support department at 888-920-5685. If Client receives Crosswind-provided phones and wants new phones but the Term is less than two thirds (2/3rds) completed, Client must purchase new phones. If the Term is more than two thirds (2/3rds) completed, Client may upgrade its phones by signing a new term of at least (3) three years.

35. POTS ALTERNATIVE SOLUTION (i.e., 4G) INSTALLATION. When possible, Crosswind will install the managed facilities-based voice network (POTS Alternative Solution) equipment, in the most suitable location for a wireless Long Term Evolution (LTE) signal.

In the event a broadband connection (Crosswind or Client provided) is a requirement for the installation of the POTS Alternative Solution, the broadband connection must be within fifty (50) feet of the installed POTS Alternative Solution equipment location. When the broadband connection is further than 50 feet from the equipment, an additional service(s) will be required.

When additional service(s) or a truck dispatch is required for installation of (i) the 4G equipment, (ii) the broadband connection, or (iii) ancillary equipment; then a quote for time and materials will be provided. Prior written Client approval is required for said services. Payment is due upon completion.

For LTE only installations: Due to cellular network connection issues, outages, maintenance, or other signal quality issues, service signal may be interrupted.

When a Client installs or moves the 4G equipment to a location not approved by Crosswind, the risk of all equipment and/or signal issues (i.e., support of a viable LTE signal) are the Client's sole responsibility. All costs associated with resolving the LTE signal and/or equipment issues will be the sole responsibility of the Client.

36. VOICEMAIL/VOICEMAIL TRANSCRIPTION. Voicemail audio files are stored until deleted by the user. A replication of the audio file and the associated transcription are retained for up to 72 hours. Client acknowledges that Crosswind may change its practices and limitations at any time concerning storage of messages, including without limitation, the maximum (a) period of time that messages will be retained, (b) number of messages stored at any one time, and (c) storage space utilized. Client further agrees that Crosswind has no responsibility or liability whatsoever for the deletion or failure to store any voicemails, or transcribed voice messages.

Voicemail Transcription includes the transcription of voicemails to text, with the transcription routed to the Client's designated email. Clients will continue to be able to access their voicemail in audio format by phone and email. Where Crosswind is unable to convert a message to text due to poor dictation, noisy environment, poor phone connection or drop-outs, language, unacceptable content or any other reason, Crosswind will typically notify Client by email that you have received a voicemail message, but the email will not contain a voicemail transcription, only an audio file version of the voicemail. Crosswind is not responsible for any errors, omissions or objectionable content in the transcribed text, even if it is the result of negligence. Crosswind is not responsible if Client does not receive voicemail transcriptions due to an incorrect or nonworking email address. Crosswind is not responsible for incorrect email addresses or email inboxes that do not properly receive the email notification option selected.

As part of the registration process, the Client will be required to provide a valid email address and will be assigned an initial password. The Client may change its password following provisioning of the Service. The Client is responsible for notifying Crosswind of any change in its email address and for maintaining the confidentiality of its password.

37. COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. To the extent applicable, Client (i) acknowledges that Crosswind contracts with third party service providers who are responsible for the security of cardholder data while in such third party service provider's possession, including the functions relating to transmitting of the cardholder data in compliance with the Payment Card Industry Data Security Standard ("PCI DSS"). Client acknowledges that CROSSWIND (i) DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, WITH RESPECT TO ANY PCI DSS, and (ii) SHALL HAVE NO LIABILITY OR OBLIGATION TO ANY PARTY WITH RESPECT TO THE TRANSMITTING OF CARDHOLDER DATA, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY WITH RESPECT TO ANY ACTUAL OR ALLEGED VIOLATION OF PCI DSS.

38. SECURITY BREACHES AND OBLIGATIONS. Client is prohibited from violating or attempting to violate the security of the Services or the computers, accounts, or networks of Crosswind or any third party, including but not limited to, circumventing the user authentication or security of any host, network or account. Client will not use the Services to cause security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts or systems without authorization or logging into a server or account that the Client is not expressly authorized to access, and denial of service attacks. Disruptions include but are not limited to port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information. Client must use reasonable care in keeping its software on the Crosswind servers up-to-date and patched with the latest security updates.

39. MANAGED SERVICES PLATFORM. Crosswind's Managed Services Platforms are provisioned with other communication services provided by Crosswind or other service providers. Crosswind does not make any claims or representations that the Managed Services, including without limitation any associated CPE, VPN Connectivity, Remote

Access VPN, Managed Firewall and Security features, provide 100% protection from network security threats. Due to the continual introduction of innovative malicious attacks, Crosswind has no liability for IP security breaches. Clients subscribing to such Services are legally bound by the terms of those providers End User License Agreement ("EULA") in their entirety. The provider's EULA and Crosswind's MSP Support Guidelines are located at: <http://www.Crosswindtelecom.com/service-agreements>.

a. WIRELESS FAILOVER PROTECTION. Wireless Failover Protection is included with select Crosswind Service offerings. The purpose for the Wireless Failover Protection is to provide backup in order that the Client may continue to transmit vital, yet low bandwidth communications such as the processing of credit card or debit card payment information. In the event the Client elects to utilize the Wireless Failover Protection for any other purpose, notably data transmissions that will consume considerable bandwidth, Client acknowledges it will be financially liable for any and all overage usage that should occur.

b. MANAGED SERVICES VPNS. Crosswind's Managed Services Platforms can be configured to establish VPN tunnels between its MSP devices or through compatible third party VPN links. With Crosswind's Managed Services Platform Premium Support plan, the configuration and ongoing maintenance support for VPNs does not apply to the use of third party VPN links. Clients that require the use of third party links may subscribe to Crosswind's Standard Managed Services Platform offering; in which case, the Client is responsible for validating the compatibility of the third party VPN, for administration of VPN configurations, and ongoing maintenance of the Central Management System portals which are used for defining VPN settings.

c. ALL WIRELESS SERVICES. Client acknowledges that for Crosswind's Wireless Services there are gaps in geographical coverage that, along with other factors both within and beyond Crosswind's control or that of the underlying wireless service provider (network problems, software, signal strength, physical wireless device, structures, buildings, weather, geography, topography, etc.), can result in dropped and blocked connections, slower data speeds, lower voice service performance or otherwise impact the quality of services. Clients that subscribe to 4G Wireless Service acknowledge that if the wireless service can successfully default to 3G service, should they cancel the Managed Services Platform and Wireless Service, they will be liable for any applicable cancellation fees. Other than this exception, in the event that Wireless Service is not available, and Crosswind is unable to resolve or otherwise make such service available, Client may discontinue their Wireless Service offering along with any CPE provided by Crosswind for that specific location. Wireless Services shall not be used for any remote medical monitoring. Crosswind reserves the right to fulfill service using non-geographic Mobile Telephone Numbers (e.g., 5XX numbers where the Numbering Plan Area begins with a "5"). Client may not port non-geographic Mobile Telephone Numbers to another provider as non-geographic numbers are not portable. Crosswind may change, reassign or eliminate a Mobile Telephone Number upon reasonable written notice under certain circumstances, including fraud prevention, area code changes, and regulatory and statutory law enforcement requirements. Client shall bear the cost of any equipment reprogramming requirements which may result. Where the selected Wireless Service plan includes roaming capabilities, activated equipment which is mobile may roam within areas where roaming coverage is available, but shall not be permanently located in a roaming location. Due to regulatory requirements regarding the wireless service providers network licenses, Client must obtain Crosswind's approval and written agreement before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service.

40. PRODUCT TRIALS. Occasionally Crosswind may present Clients with an offer to use select Service offerings on a trial basis for a specified period of time in order to evaluate the service before committing to any term agreements. In such an event, the duration of the trial and additional terms and conditions, if any, will be disclosed. If at any time during the trial period, the Client decides to discontinue the trial use of the services it is the Client's responsibility to notify Crosswind of its decision. At the end of the trial period Client will return any Equipment provided by Crosswind. Provided such notice of discontinuance is received within the specified period, the Client will not be subject to cancellation or termination fees as specified herein.

41. CROSSWIND TELECOM WEB PORTAL. Client is solely responsible for all features and Services elected using the Crosswind Web Portal and for all charges that may be associated with such features and Services.

42. MISCELLANEOUS. a. Assignment; Change in Control. Client may not assign this Agreement or other of its rights or obligations herein without Crosswind's prior written consent, which consent shall not be unreasonably withheld. In the case of change in control of the Client, Crosswind may terminate, without judicial formalities, this Agreement by sending thirty (30) days prior written notice to the entity taking control if the entity taking control does not have at least equivalent financial health as the Client. In each other case where a change of control of the Client occurs, Client shall provide Crosswind with a written notice of such change within thirty (30) days of the date the change in change in control occurs.

b. Force Majeure. Crosswind shall not be liable under this Agreement to Client for delays, failures to perform, damage, loss, destruction or malfunction of any Services or equipment (including Equipment), or any consequence caused by, or due to, acts of God, fire, earthquake, flood, water, natural disaster, epidemic, pandemic or similar health crises, labor disputes or unavailability, utility curtailments or failures, power failures, explosions, civil disturbances, terrorism, governmental actions, war, third party shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond Crosswind's reasonable control, and any requirement for performance by Crosswind shall be extended for a reasonable period after such force majeure event has been resolved, except that if such event continues for a period of forty-five (45) days or more Client can submit written notice to Crosswind that cancels any order for Services not yet delivered to Client, or for which a substitute has not been made available by Crosswind.

c. Entire Agreement. The Agreement (together with any exhibits attached thereto and any other documents referenced or otherwise incorporated therein) represents the entire understanding between Crosswind and Client with respect to the Services and supersedes any prior written or oral offers or proposals provided by Crosswind or its representatives not specifically incorporated herein by specific reference.

d. Governmental Clients. Government entities may qualify for specialized billing treatment. Visit http://www.Crosswindvoip.com/support_sla.aspx to review applicability.

e. No Waiver. If either Party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other Party.

f. Partial Invalidity. In the event any of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the unaffected provisions of this Agreement shall remain in full force and effect to the extent practicable and consistent with the legitimate original expectation of the Parties. Crosswind and Client shall negotiate to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with such original expectations.

g. Governing Law. Illinois law shall govern this Agreement, and the Parties agree that any related litigation shall be brought only in Illinois state courts located in Kendall County Illinois or the Federal court located in Chicago, Illinois.

h. Survival. Any accrued rights to payment, any remedies, and all provisions of the Agreement that by their nature would survive, including without limitation, indemnification, remedies, confidentiality, warranty disclaimers, and limitations of liability, shall survive any expiration or termination of this Agreement.

i. No Agency. Client agrees that this Agreement, and the relationship between the Parties hereby established, does not constitute a joint venture, agency, or contract of employment between them, or any other similar relationship. Neither Party has the right or authority to create an obligation or responsibility on behalf of the other.

Service Level Agreement

1. INTRODUCTION

“**Service Availability**” means the ability to make and receive voice telephone calls, including system receipt of voicemail messages. Crosswind will use commercially reasonable efforts to minimize service disruptions and outages, and provides 99.99% reliability for its Voice System functions on a calendar-year basis.

1. a. “**VOICE Systems Availability**” means the monthly uptime percentage including Domestic Telephone Numbers, Toll-Free Telephone Numbers, 2-way audio communication to PSTN, 911 calls, Auto Attendant/IVR, Voicemail, Audio Conferencing and other services that have a direct impact on new call attempts and call completion guarantees during a calendar-year. Secondary capabilities, such as (but not limited to) SMS, Mobile Applications, Fax, Desktop Applications, Web Applications, APIs and Notification Alerts, are not included in Voice System Availability guarantee.

2. Exclusions

Loss of Service Availability caused by (i) issues beyond Crosswind reasonable control, including, without limitation, SYN/denial-of-service or similar attacks, mail bombs, DNS resolution, hardware failure, Internet availability, Customer portion of the network, IP transit provider issues, or (ii) any loss of Services related to periods of time where customer premises equipment is being replaced or repaired; (iii) any issues related to the Services due to number porting, whether inbound or outbound; or (iv) Scheduled or Emergency Maintenance will be excluded from Service Availability calculations; (iv) issues caused by system administration, settings, commands, lack of access to web portal, or other changes performed by Customer; or (v) issues arising from Customer’s use of third party hardware, software, or applications not previously approved by Crosswind.

3. Force Majeure

Crosswind will not be liable for any failure or delay in its performance for credits under this SLA policy, due to any cause beyond its reasonable control, including but not limited to Acts of God, accidents, fire, flood, explosion, vandalism, fiber optic or other cable cut, network congestion, cyber security breach, storm, or other similar catastrophes, any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over Crosswind or Customer, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, national emergencies, terrorism, insurrections, riots, wars, or embargos.

4. Outage Calculations

To calculate Service Outage, Crosswind uses a combination of methods, including analyzing logs from both Voice Services event monitoring systems and the actual affected infrastructure components. Crosswind will match these findings with client reports to determine the actual timeframe. Any loss of Service Availability less than five (5) minutes in duration will not be included in the calculation of Service Availability.

5. Outage Credit

If VoIP Service Availability for Customer Account in any monthly billing cycle falls below the level set forth above Section 4, Crosswind will issue a credit (“Service Outage Credit”). The credits will be verified for validity and will be subject to other conditions herein. The Service Outage Credit will be calculated at rates specified within the schedule included below.

1. a. **Service Outage Credit Request and Payment Procedures** To request a Service Outage Credit, (a) Customer Account must be in good standing with Crosswind (i.e., current on all payments) at the time of the request, (b) Customer must open a technical support ticket via email at support@Crosswind.com reporting an apparent Service interruption within forty eight (48) hours of the event requesting a Service Outage Credit. Service Outage Credit requests must include Customer Account name or Account number and the dates and specific times for which Customer is requesting Service Outage Credits. Crosswind will compare information provided by Customer to the data referenced in Section 4 above. Crosswind will calculate the Service Outage Credit based on the type of particular service for which the Service was not available, the service fees for the particular Service and the percentage of overall individual Service affected.

b.Limits on Service Outage Credit & Sole and Exclusive Remedies Subject to Customer’s valid submission of a Service Outage Credit request and other conditions herein, if a reported Service Availability under Customer Account for any calendar month is below 99.996%, Crosswind will issue a credit in accordance with the following schedule:

Service Availability (on a calendar-year basis)	Amount of the credit as a % of monthly fee for affected Service
99.0% to 99.99%	5% of monthly fee credited
98.0% to 98.99%	10% of monthly fee credited
95.0% to 97.99%	20% of monthly fee credited
90.0% to 94.9%	40% of monthly fee credited
89.9% or below	60% of monthly fee credited

c.Total Service Outage Credit The Total Service Outage Credit due to Customer for any service affected may not exceed sixty percent (60%) of the monthly service fees charged for use of the service during the month for which the Service Outage

Credit is to be issued, unless the amount to be credited is less than ten dollars (\$10.00) in which case the credit amount will be ten dollars (\$10.00). Only one (1) Service Outage Credit is available in any given calendar month. Credits are applicable only toward use of the Service and are not convertible into cash or any type of refund.

6. Service Commitment

Crosswind is to provide customers reliable and dependable service and is committing to the following service levels

1. a. **Mean Opinion Score (MOS) Commitment** MOS is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. Crosswind is committed that the Voice Network performance will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across the Voice Network, from which a monthly average is derived.
2. b. **Jitter Commitment** Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Crosswind is committed that monthly jitter performance within the Voice Network will not exceed 20.0 millisecond. Performance is measured by periodically collecting data across the Voice Network, from which a monthly average is derived.
3. c. **Response times Commitment** Crosswind representative will respond via email, telephone, or text to the request for support within the following time frames during Crosswind business hours*:

Type of Support Issue	Response Time
“Hard Outage”, 100% users in one location are affected, (PTY1)	within 15 minutes
“Critical”, 50% or more users in one location are affected,	within 1 hour
“ Important ”, 10% or more users in one location are affected	within 4 hours
“MAC”, Move, Add and Changes to the account	within 6 hours
“Question”, Feature or Function questions	Within 6 hours

4. d. **Time to Repair Commitment** Crosswind Time to Repair (TTR) commitment provides that priority one (PTY 1) tickets will be resolved within 4 hours or less within the United States. PTY 1 Tickets are categorized as a “Hard Outage” where there is complete loss of Service that results in Customer’s inability to receive any inbound calls and/or complete any outbound calls from a given location using Crosswind Services. “Time to Repair” is defined as time taken to restore Service during a Hard Outage based on trouble ticket time. The TTR commitment is not

applicable to sites that do not use an approved Crosswind Internet Service Provider or the issue is listed in the section 2 “Exclusions” above.

* **Business Hours** Crosswind standard service Business Hours are Monday – Friday 7 am to 7 PM CST. [U.S National Holidays](#). Services outside Business Hours can be provided as requested in the Customer’s Sales Order and or Contract.