

THESE TERMS OF SERVICE along with the listed monthly services and prices described on the preceding page constitute a legal agreement between you (either an individual or an entity that you are representing, hereinafter "you") and Concord Communications Group, Inc., its suppliers, licensees and licensor's (collectively "CONCORD") For Hosted PBX and Voice Over Internet Protocol services ("Services"). Your use of these Services constitutes your agreement to these terms and you acknowledge that CONCORD would not agree to provide the Services without that assent. The Services may include new products, product changes, upgrades, support and other services. You may only receive the Services if you are a Service subscriber in good standing with a valid, authorized payment method on file with CONCORD. You understand that you must obtain your own Internet connection in order to use the Services. We do not control your Internet access or the quality of your Internet connection. WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS OR SERVICES, OR FOR PROBLEMS IN THE SERVICES CAUSED BY YOUR INTERNET CONNECTION OR THIRD PARTY PRODUCTS OR SERVICES NOR WILL WE CONTACT ANY OF THESE PROVIDERS ON YOUR BEHALF. Nationwide calling applies only to calls made within the continental United States. Calls to Alaska, Canada, Hawaii and all international calls are subject to additional charges. Additional CONCORD Services can be purchased by users you designate as administrators by calling Concord Communications Customer Care. You hereby authorize those users with administrative privileges to (i) add these Services to your CONCORD account and (ii) commit you to pay for these Services on a recurring monthly basis. You further authorize CONCORD to obtain payment of your then-current statement balance from you each month from your credit card account or checking account. You may designate one or more users to be an account administrator with full administrative control of your account. The primary administrator for your account is known as the "ADMIN." Upon creation of your account, the individual assigned to be the ADMIN is the individual who entered into an agreement with Concord through our online sign-up process or, if the agreement was not entered into online, the individual's whose name is identified on your Concord proposal or SITE SURVEY. The ADMIN: (i) has the ability to make any changes to the account (e.g., service additions, service deletions, assignment of users, account cancellations, updates to credit cards, etc.); and (ii) is the authorized individual on your account with respect to porting of your telephone numbers to a carrier other than Concord. Should you wish Concord to provide information on your account with respect to a customer service record or actual call log details (other than through the user interface), such request must be made by the ADMIN, and information provided by Concord will only be transmitted to the email address on file for the ADMIN. The Company Contact is the individual who will receive all messages from Concord concerning matters of general relevance to the account (notices of updates to the account, billing notices, maintenance alerts, etc.), which such notices are typically provided through electronic mail. Concord will initially assign the ADMIN to be the Company Contact.

1. PAYMENT & SERVICES.

1.1 Automatic Monthly Billing

The Services are provided on a monthly basis, with an automatic monthly renewal unless you give us seventy-two (72) hours' notice of cancellation prior to a scheduled billing date in accordance with the requirements of Section 2 below. You agree to pay CONCORD the recurring monthly service charges, set-up charges and usage charges, if applicable, for your use of the Services plus any applicable taxes as set forth in Section 1.4 below.

1.15 Equipment

No telephones, switching equipment and other hardware and software sold under this agreement and itemized in Concord's proposal or PBX provisioning form or sold at a later time as part of an expansion of the service ordered by you, are returnable for credit or refund under any circumstances. If you cancel this service at any time for any reason, you agree that no refunds shall be issued for any equipment, hardware or software purchased.

1.2 Payment Processing.

You agree to provide us with a valid email address and a valid payment method. You must advise us immediately if your email address changes and/or payment method changes or expires. Failure to comply may result in the immediate termination of Services. You authorize CONCORD to automatically bill the credit card or debit the bank account you provided until you cancel the Services in accordance with the requirements of Section 2 below. You agree that CONCORD may receive updated information about your account from the financial institution issuing your credit card. Under certain circumstances a customer may make payments by check. Those customers will be charged a \$5 per month processing fee and may be required to maintain a non-interest bearing deposit, to be held on account, in the amount of one month's total billings. This deposit will be adjusted as service levels increase or decline and will be refunded, less any past due balance, if you cancel your account.

1.3 Fee Payments & Late Charges.

Except for usage based fees, all fees are due in advance on the first day of each billing period. All usage based charges (including charges for calls to Alaska, Hawaii and international calls) and any other non-recurring charges are due and payable in arrears on the first day of each billing period following the month they were incurred. You agree to pay for all equipment and set up fees at the time your request the Services. You agree to pay for the first month of Services upon your request for such Services. All payments, including payments paid in advance, are completely non-refundable. Failure to pay in full will result in immediate account suspension and CONCORD shall have no liability for such suspension under any circumstances. Accounts will be reactivated, at CONCORD's sole discretion, only when the account balance is paid in full and a \$25 reconnect fee is paid. CONCORD will assess an additional 1.5% (or the highest amount allowed by law, whichever is higher, per month late charge if your payment is more than 30 days past due. CONCORD may modify the Service fees at any time, but will provide at least thirty (30) days advance notice by postal mail, email or by publishing the new Service fees on the CONCORD website. In the event that you present a check to CONCORD for payment that is returned by your bank for non-sufficient funds, you shall pay a processing fee of \$50. You are responsible and liable for any fees, including attorney and collection fees, that CONCORD may incur in its efforts to collect any remaining balances from you. You also agree that you will be billed for and will pay any outstanding balances if you cancel the Services. During any period of suspension for non-payment, Services will be unavailable to you until the account balance is paid in full. In the event that CONCORD is providing data backup service, call recording service, or any other service for which CONCORD is collecting or providing data, to you during a period of suspension, you will be unable to backup new data or record calls and you will be unable to access any data or recordings that have previously been stored by CONCORD.

1.4 Taxes.

Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes shall be paid by you and will be added to any amounts otherwise charged to you unless you provide CONCORD with an appropriate exemption certificate. If any amounts paid for the Services are refunded by CONCORD, applicable taxes may not be refundable.

1.5 Invoice Discrepancies.

1.51 CONCORD is not responsible for the failure of the US Mail Service or email providers to deliver your invoice to you. You agree that if you are paying the service invoice by check through the mail, you are responsible for payment of this amount even if you have not received an invoice either in the mail or by email.

1.55 You agree to notify CONCORD about any billing problems or discrepancies within 30 days after they first appear on your account statement. If you do not bring them to CONCORD's attention within 30 days, you agree that you waive your right to dispute such problems or discrepancies.

1.6 Release of Numbers and Regulatory Recovery Fee. You acknowledge that in the event of any account termination or cancellation, all telephone numbers associated with your account are released and may not be available to you upon your reactivation. Similarly, the cancellation of individual services which have associated telephone numbers will result in the release of such numbers. You acknowledge that it is your responsibility to work with a third party provider to port out those numbers prior to your termination or cancellation of your account or termination of services.

1.7 Unlimited Voice Services.

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If CONCORD finds that you are using an unlimited voice service offering for other than live dialog between two individuals, CONCORD may, at its option, terminate your service or change your plan to one with no unlimited usage components. CONCORD will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. Notwithstanding the foregoing, you shall be entitled to use CONCORD conference calling services such as three way calling and CONCORD-provided conference calling bridges.

1.8 Metered Usage.

There are certain calls which will incur usage charges, such as metered calls, calls to Alaska, Hawaii and international calls. In addition, certain features such as call forwarding from auto attendants to an outside number, calls to a queue, and each line on a conference bridge will all incur charges at the then current rate established by CONCORD. Metered usage is billed in full-minute increments, and actual usage is rounded up to the next full increment at the end of each call for billing purposes. Customer is responsible to secure all credentials used to access the Services, including credentials used by telephones or soft phones and credentials used by end users or administrators to access the Concord user interface, as well as the media access control (MAC) address of telephones used by Customer. Customer acknowledges that placing telephones on a publicly accessible internet protocol address or a publicly accessible network will subject the Customer to a higher level of risk for fraudulent activity, as will use of the Services using a network that has not been secured using best practice measures. Customer acknowledges that Customer bears the risk of loss arising from any unauthorized or fraudulent usage of the Services. Concord may, but shall not be required, to take action to prevent or terminate any fraud or abuse in connection with the Services.

1.9 Ancillary Services.

List and publish and caller name identification (i.e., caller ID with name) Services are provided by CONCORD are based on availability of such Services from CONCORD's underlying providers. We do not guarantee that such Services are available for all numbers in all serving areas. Each voicemail message recorded by CONCORD shall be retained for a minimum of 30 days from the date the message was recorded. CONCORD retains the right to purge all voicemail messages after this minimum retention period. Certain Services provided by CONCORD shall be subject to separate end-user license agreements ("EULA"). The terms of such EULAs shall be binding upon the parties to this Agreement. If any such EULAs, or any provisions in such EULAs, are held to be unenforceable for any reason, the terms of this Agreement shall apply with respect to the supply of that Service.

1.10 Notices from CONCORD.

CONCORD may provide you notice under this Agreement either by written document, email, voice mail or by publishing the information on the CONCORD website.

2. CANCELLATION OF SERVICES.

You may cancel the Services at any time by providing CONCORD with written notice of your intent to cancel at least 72 hours in advance by having the ADMIN send an e-mail from the e-mail address currently on file for the ADMIN. Cancellation notice may also be provided in writing by mail or FAX and in those cases must be on your company letterhead and signed by the ADMIN. FAILURE TO CANCEL SERVICES IN ACCORDANCE WITH THIS SECTION WILL RESULT IN ONGOING SERVICE FEES. You acknowledge that the cancellation will be effective 72 hours after you provide notification to CONCORD via the cancellation form. You will not receive any refund or partial refund or any credits for any charges already billed to your account. In the event you signed up for a minimum commitment period, you will be responsible for all charges for the entire minimum commitment period, all such fees will immediately accelerate and you authorize CONCORD to immediately bill all these fees to your payment method. You understand and agree that cancellation of your subscription is your sole right and remedy with respect to any dispute with CONCORD. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or CONCORD's enforcement or application of this Agreement; (2) any policy or practice of CONCORD, including any CONCORD Privacy Policy, or CONCORD's enforcement or application of these policies; (3) the amount or type of fees, applicable taxes, billing methods, or any change to the fees, applicable taxes, or billing methods. In the event that CONCORD is providing data backup, voicemail recording, call recording, or other such ancillary service to you, all of your data, including all recordings, will be deleted on or after the date that you cancel such service, without further notice to you. You may also cancel individual Services on your account at any time by contacting Concord Customer Care during normal business hours. You acknowledge that the cancellation will be effective on the date you specify but in no event earlier than 72 hours after you provide notification to CONCORD. You will not receive any refund or partial refund or any credits for any charges already billed to your account. In the event you signed up for a minimum commitment period for the Services to be cancelled, you will be responsible for all charges for the entire minimum commitment period, all such fees will immediately accelerate and you authorize CONCORD to

immediately bill all these fees to your payment method.

3. CONCORD'S RIGHT TO TERMINATE OR MODIFY SERVICES.

CONCORD may modify the terms of this Agreement or the Services, including but not limited to the price, content or nature of the Services, upon notice to you. Your continued use of the Services constitutes your agreement to those modified terms of this Agreement and you acknowledge that CONCORD would not agree to provide the Services without that assent. In the event CONCORD modifies the Agreement or the Services, you may terminate the Services as provided in Section 2, above. CONCORD may terminate this Agreement and any Services at any time upon notice to you, provided that in the event you have not violated any term of this Agreement, you will be entitled to receive the Services for any period for which you have already paid, or a pro-rata refund at CONCORD's sole discretion. This Agreement will automatically terminate if you fail to comply with any term. No refund will be provided in the event that you have violated any term of this Agreement. No notice shall be required from CONCORD to effect such termination. Upon any termination of this Agreement (whether by you or CONCORD), you shall immediately discontinue use of the Services. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement. In the event that CONCORD terminates this Agreement, the Services, or any ancillary Services, all of your data, including all recordings, will be deleted on or after the data that CONCORD cancels such services, without further notice to you.

4. SERVICE USE RESTRICTIONS.

4.1 Compliance with Laws

You agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing. CONCORD may provide you with guidelines regarding compliance with applicable regulation(s); however, you are solely responsible for ensuring that your use of the Services is in compliance with such regulations. You may only use the Services for your own use. You may not use the Services in any way to provide, or as part of, any commercial service or application or in any way interfere with the users, services or equipment of the network. You may not attempt to, in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service. In addition to any other remedies available in equity or law to CONCORD, failure to comply with any of the terms and conditions in this Section 4 (Service Use Restrictions) shall result in immediate termination of the Services.

4.2 Fair Use.

While most reasonable uses of our Services in connection with the terms of this Agreement are permitted by CONCORD, there are certain uses that cause extreme network capacity issues and interference with the network. Any use of the Services or any other action that causes a disruption in the network integrity of CONCORD services or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Examples of such prohibited uses include, but are not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, constant dialing, iterative dialing, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with small business usage. You agree that you will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the Services. You agree and represent that you are purchasing the Services and/or the equipment for your own internal use only, and shall not resell, transfer or make a charge for the Services or the equipment without the advance express written permission of CONCORD. CONCORD reserves the right to review usage of unlimited minute usage plans to ensure that you are not abusing such plans. You agree to use unlimited minute plans for normal voice or fax calls and will not employ methods or devices to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by CONCORD. CONCORD may terminate service immediately if it determines, in its sole discretion, you are abusing the unlimited minute plan. For purposes of this policy and your plan, "unlimited usage" means the combined number of inbound and outbound voice minutes and fax pages, but excluding all advertising and informational messages sent to you directly by CONCORD, as determined by us in our sole discretion. We reserve the right to at any time to enforce this policy in accordance with its terms. You agree that your level of usage of CONCORD'S unlimited service plans will be comparable to that of the average small business customer utilizing such plans. CONCORD deems usage that substantially exceeds the average volume of its other unlimited usage plan customers as abusive. You agree that CONCORD has the right to terminate your service or charge you additional fees if your usage is considered abusive in the sole discretion of CONCORD. If it is determined that your usage is abusive, you agree to pay a per minute or per page fee of use in excess of those levels AT THE THEN-CURRENT RATE ESTABLISHED BY CONCORD, which is currently \$.04 per minute and/or \$.04 per facsimile page and, at CONCORD's sole option, your service will be immediately terminated. THIS OVERAGE FEE APPLIES TO ALL PLANS INCLUDING THE UNLIMITED PLANS.

5. PERSONAL INFORMATION AND PRIVACY.

CONCORD utilizes the public Internet and third party networks to provide voice and data services. Accordingly, CONCORD cannot guarantee the security of your voice and data communications. CONCORD is committed to respecting your privacy. If you choose to provide personal information, it will only be used in the context of your relationship with CONCORD. CONCORD will not sell, rent, or lease your personal information to others. Unless required by law, subpoena, court order, warrant or other valid government request, CONCORD will only share the personal information you provide with other CONCORD entities and/or business partners that are acting on CONCORD's behalf to perform the activities described herein and in accordance with the CONCORD Privacy Policy. Such CONCORD entities and/or national or international business partners are subject to CONCORD's Privacy Policy with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, CONCORD may disclose personally identifiable information.

6. E-MAIL NOTIFICATION.

To let you know what new Services are available from time to time, CONCORD may send you and your employees emails describing the latest Services, how to access the Services and changes to the Services. You agree that as a Service subscriber, CONCORD may send you such emails to the addresses you provide. Because these emails are necessary for you to receive the Services, you will receive these emails even if you have opted out of receiving other email from CONCORD. If you do not want to receive these emails, you may cancel the Service at any time as provided in this Agreement.

7. PORTED TELEPHONE NUMBERS ON SERVICE DISCONNECTION.

7.1 Single line Accounts.

If Concord is providing your telephone number(s) you may be able to take, or "port," those current telephone number(s) to another service provider. You will remain responsible for all charges and fees until you notify CONCORD of your election to cancel services in

accordance with Section 2. Until you notify us of your intention to cancel your account, your Agreement with us will not terminate, you will remain a CONCORD customer, and you will continue to be responsible for all charges and fees associated with your CONCORD Service. You will not receive any refund or partial refund or any credits for any charges already billed to your account.

7.2 Multiple-line Accounts.

If you request that a new service provider port a number from us and you have multiple numbers assigned to your account and/or additional equipment on your account, you are required to inform us of your intent to terminate the specific affected Services on your account or we will continue to bill for such Services. You will continue to be responsible for all the charges and fees associated with the remaining Services on your CONCORD account. You will not receive any refund or partial refund or any credits for any charges already billed to your account.

7.3 Request for CONCORD to Port numbers.

If you request that CONCORD port a number from an existing service provider to CONCORD, CONCORD will use commercially reasonable efforts to assist you in porting that number. You acknowledge that service providers require verification of identity, as well as authorization and other reasonable information in order to port any numbers to CONCORD. You must correctly complete a letter of authorization, provide us with a copy of your most recent bill from such service provider, as well as provide us with any other information required by such service provider to port your number. Failure to provide any information requested by CONCORD or the third party service provider will delay the porting of the number to CONCORD. CONCORD shall not be responsible for any delay in the port of your number and will not provide credit for any such delays. If requested, CONCORD will provide copies of the forms by facsimile or email. You are responsible for the cancellation of any other phone numbers or services from your existing service provider which are not needed for CONCORDS service.

8. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY.

THE SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONCORD FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONCORD OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF CONCORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CONCORD RELATED TO THIS AGREEMENT OR THE SERVICES/CONTENT SHALL BE CANCELLATION OF THE SERVICES. IN THE EVENT A COURT AWARDS DIRECT DAMAGES DESPITE THE FOREGOING, SUCH DAMAGES SHALL NOT EXCEED THE LESSER OF \$250.00 OR THE AMOUNT YOU PAID TO CONCORD WITHIN THE LAST SIX MONTHS. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. CONCORD DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY CONTENT PROVIDED BY OR THROUGH CONCORD.

9. INDEMNIFICATION.

You agree to hold harmless, indemnify and defend CONCORD, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claim that you have violated any term of this Agreement, including, without limitation, the requirements set forth in Section 4.1 of this Agreement.

10. NO ASSIGNMENT.

This Agreement is personal to you (or the company which you represent), and may not be assigned without CONCORD's express written consent. If you are agreeing on behalf of a company, you represent that you are authorized to bind the company under this Agreement.

11. EMERGENCY SERVICES- 911 DIALING & NON-VOICE SYSTEMS.

11.1 Non-Availability of Traditional 911 or E911 Dialing Service. You acknowledge and understand that the Service does NOT support traditional 911 or E911 access to emergency services CONCORD does offer a limited 911-type service and that service is different in a number of important ways (some, but not necessarily all, of which are described in this Agreement) from traditional 911 service. You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your CONCORD Service and equipment.

11.2 Description of 911-Type Dialing Capabilities - Activation Required.

CONCORD does offer a 911-type dialing service in certain areas within the U.S. (but may not offer such service in certain areas of the U.S. or non-U.S. locations) that is different in a number of important ways from traditional 911 services. When you dial 911, your call is routed from the CONCORD network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. You acknowledge and understand that when you dial 911 from your equipment it is intended that you will be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and understand that your 911 call may not be routed to a PSAP but instead may be routed to a central call center where you will have to provide your location. CONCORD relies on third parties for the forwarding of information underlying such routing, and accordingly CONCORD and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither CONCORD nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing. You agree to indemnify and hold harmless CONCORD and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct activation procedures for 911 calling or your provision to CONCORD of incorrect information in connection therewith. As described above, all calls dialed by handset extensions included in your account with CONCORD will be routed from the CONCORD network to the PSAP or local emergency service personnel designated for the address that you listed at the time of activation. In the event that your equipment is used in multiple locations, or in the event that one or more items of equipment are used in multiple locations, end users designated as administrators on your account may, at your option, create additional service locations and associate your equipment to specific locations for the purposes of routing calls to the local PSAPs for such locations. Individual end users may assign

and re-assign their current location on an as-needed basis. It is your sole responsibility to make these changes and to ensure that all household residents, guests and other third persons who may be present at the physical location(s) where you utilize the Service are aware of this option.

11.3 Service Outage.

11.3.1 Power Failure or Disruption.

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

11.3.2 Broadband Service / ISP Outage or Termination / Suspension or Termination by CONCORD.

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by CONCORD will prevent ALL Service including 911 dialing.

11.3.3 Service Outage Due to Suspension of Your Account.

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.

11.3.4 Other Service Outages.

You acknowledge and understand that if there is a service outage for ANY reason such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

11.3.5 Limitation of Liability and Indemnification.

You acknowledge and understand that CONCORD's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless CONCORD, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of your Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of you or any third person or party or user of your Service to be able to dial 911 or to access emergency service personnel.

11.4 Failure to Designate the Correct Physical Address When Activating 911 Dialing.

Failure to provide the current and correct physical address and location(s) of your equipment will result in any 911 communications you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where the equipment is located, not a post office box, mail drop or similar address.

11.5 Requires Notification if You Change Your Number or Add or Port New Numbers.

You acknowledge and understand that 911 dialing does not function if you change your phone number or (for such newly added or ported numbers) if you add or port new numbers to your account, unless and until you have successfully notified CONCORD of the correct address for your changed, newly added or newly ported number.

11.6 Requires Notification if You Move or Change Location.

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your equipment to a different street address, unless and until you have successfully notified CONCORD of such change in location and the correct address or made appropriate updates on the CONCORD online web user interface (located at <https://my.Concord.com>). Failure to provide the current and correct physical address and location(s) of your equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider.

11.7 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for the Services at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your equipment will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. You acknowledge and accept that CONCORD relies on third parties for the forwarding of information underlying such routing, and accordingly CONCORD and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. CONCORD or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of CONCORD.

11.8 Automated Number Identification.

At this time in the technical development of CONCORD 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. CONCORD's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not CONCORD, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

11.9 Automated Location Identification.

At this time in the technical development of CONCORD 911 Dialing, it is not possible to transmit identification of the address that you have listed to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP and emergency personnel will NOT have this information. You acknowledge and understand that PSAP and emergency personnel

will not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

11.10 Alternative 911 Arrangements.

You acknowledge that CONCORD does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services. You acknowledge that the equipment and Services do not support 911 emergency dialing or other emergency functions. You agree to notify any user of the Services, who may place calls using your phone services, of the 911 limitations. CONCORD advises you to maintain an alternative means of accessing traditional 911 services such as traditional telephones and cellular phones.

11.11 Non-Voice Systems.

You acknowledge that the Services are not set up to function with "out dialing" systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. You have no claim against CONCORD for interruption or disruption of such systems by the Services.

11.12 Force Majeure.

CONCORD is not responsible or liable to you for its failure to perform any of its obligations contributed to by causes or circumstances beyond its reasonable control including, without limitation, Internet outages, communications and cable outages, failure of third party services or products that interface or interact with the Services, labor strikes, lockouts, supply shortages, earthquake, fire, flood, war, act of God, criminal acts (e.g. computer hacking that circumvents reasonable security measures), bankruptcy of merchants or licensees, or any acts of governmental bodies or authorities.

12. VENUE/GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to conflicts-of-laws principles. By using the Services, you hereby agree that the exclusive jurisdiction for any and all disputes regarding these Terms shall lie in the federal, state, and local courts of Pennsylvania.

13. Complete Agreement/Severability

This Agreement shall constitute the complete and exclusive agreement between us, notwithstanding any variance with any purchase order or other written instrument submitted by you, whether formally rejected by CONCORD or not. The acceptance of any purchase order is expressly made conditional on your consent to the terms set forth herein and any additional terms in your purchase order or similar document shall be null and void. The terms and conditions contained in this Agreement may not be modified by you except in a writing duly signed by you and an authorized representative of CONCORD. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. CONCORD is not liable for editorial, pictorial, or typographical errors in this communication.