

TERMS & CONDITIONS

AGREEMENT. The services, products and equipment referenced in these Terms and Conditions (“Service” or “Services”) are offered to Customer by American Telephone Company on behalf of itself and its operating affiliates (“ATC”). Customer shall contract for Service under a written, signed Master Service Agreement (“MSA”), which incorporates these Terms and Conditions by reference. The MSA together with these Terms and Conditions shall constitute an agreement under which Customer purchases the Services from ATC (“Agreement”). These Terms and Conditions may be modified by ATC any time at ATC’s sole discretion. ATC shall publish any changes to these Terms and Conditions on ATC’s website (www.americantelephonecompany.com) at least ten (10) days in advance of their taking effect. Customer shall be bound by changes after they become effective.

SERVICES/TERM. Customer agrees to purchase Services from ATC for the term set forth on the MSA (“Initial Term”). The “Term” of the Agreement shall begin on the Service Commencement Date, as defined below, and shall include the Initial Term plus any and all renewal periods. The Agreement shall become effective on the Service Order Date, as defined below, and shall continue in full force and effect for the Term stated herein. The Agreement, upon expiration, will be automatically and continually renewed for a period equivalent to the Initial Term, unless customer delivers written notice of its intent to terminate the Agreement at least sixty (60) days prior to the end of the Term. Customer hereby waives any notice that might be required by law relating to the automatic renewal clause inherent in this agreement.

Service Commencement Date. ATC will notify Customer that the Services are installed or connected and available for use. The date of such notice shall be the “Service Commencement Date.” The “Service Order Date” is the date the MSA was signed by the Customer.

Rates and Charges. The “Rates and Charges” for the Services shall be those set forth in (1) the fee schedules of the MSA, (2) amendments, supplements, or exhibits to the fee schedule, (3) tariffs, and (4) publicly posted terms and conditions, including without limitation those posted on ATC’s website, as applicable and as amended from time to time. For any Service provided to Customer for which a rate is not specified in the MSA, the rate set forth in the applicable tariff or the publicly posted terms and conditions shall apply. ATC retains the right to change, increase or decrease from time to time, in its discretion and without liability to Customer, the methods, processes and/or the suppliers by which ATC provides Services to Customer. ATC may also modify service and rate offerings upon ten (10) days’ notice of the intended change.

Service Activation. A fee of \$200.00 will be assessed if Customer cancels a scheduled service activation appointment within 24 hours of the prescheduled date and time requested by Customer. If a scheduled service activation appointment is not canceled and is missed by Customer, Customer will be assessed a fee of \$300.00.

Service Order Charge. Customer's requests for changes in service will be charged a one time Service Order Charge. A Service Order Charge applies per customer order for each work order or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for a change in service. The Service Order Charge applies for connections, moves, changes of equipment or service, changes in domains, changes in bandwidth of EVC's or ports, changes of telephone number/s, changes of IP addresses and installation, connection, initial or other except where otherwise specified.

Billing and Payment. Customer shall pay the Rates and Charges, as well as all applicable taxes, fees, and surcharges when due. Customer shall pay all ATC invoices upon receipt. Any undisputed invoiced amounts not paid within thirty (30) days after the date listed on the invoice ("Invoice Date") shall subject to a late payment fee equal to 1.5% of the unpaid balance due. Customer must provide ATC with written notice of any disputed invoiced amounts within ninety (90) days of the Invoice Date, providing a clear written statement explaining the basis for each and every such dispute and all relevant documentation within Customer's possession or otherwise available to Customer. If Customer fails to provide such notice, Customer shall be deemed to have waived any and all rights to dispute the invoiced amounts. Where Customer disputes less than the entire charges on a particular invoice, Customer remains obligated to pay all undisputed charges of an invoice, including without limitation taxes, surcharges, fees and late payment fees associated with the undisputed charges, in accordance with the foregoing terms. ATC will review all timely disputes of Customer in good faith. In the case a Customer's timely dispute cannot be resolved with mutual satisfaction between ATC and Customer, Customer may pursue dispute resolution under the provisions set forth herein.

Dispute Resolution. Customer acknowledges and agrees that any dispute between Customer and ATC arising out of or relating to this Agreement or the ATC services provided hereunder will be resolved through binding arbitration. Customer further agrees that any dispute Customer has against ATC cannot be joined with the dispute of any other person or entity in a lawsuit, arbitration or any other proceeding, or resolved on a class-wide basis. Before initiating or participating in any such arbitration, Customer must notify ATC in writing of such a dispute and give ATC at least 60 days (from the time the Customer first notifies ATC in writing) to resolve the dispute. If the Customer and ATC are unable to resolve its dispute within 60 days of notifying the other party of its dispute, either party may request arbitration of the dispute through JAMS. The arbitration will be conducted in the State of New York, New York County, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as such rules are in effect on the date of commencement of the arbitration, and as such rules are modified hereunder. The arbitration will be based only on the written submissions of the parties and documents submitted to the arbitrator, unless the parties agree or the arbitrator orders otherwise. The arbitrator shall have no authority to award punitive, exemplary, consequential, indirect, incidental or similar damages, or attorneys' fees. The arbitrator's decision shall be final and binding upon ATC and Customer, and judgment on the arbitrator's award may be entered in any court of competent jurisdiction. All post-award proceedings will be governed by the United States Arbitration Act, 9 U.S.C. 1-16 et seq. All administrative fees and expenses of arbitration, including the

fees and expenses of the arbitrator, will be divided equally between the Customer and ATC. Each party must pay its own expenses associated with any arbitration, including without limitation attorneys' fees. Unless otherwise provided by applicable law, any dispute or claim arising out of or relating to the Agreement or services provided by ATC must be brought within two (2) years after the date on which the basis for the dispute or claim first arises.

Master Service Agreement Charges. Customer commits to pay to ATC the minimum monthly fees set forth on the MSA ("Minimum Fee"). On a monthly basis, Customer agrees to pay ATC the greater of (i) the total amount due for all Services provided by ATC to Customer at the rates set forth in the Agreement, or (ii) the Minimum Fee. Customer accepts responsibility for the rates, charges, taxes, usage fees, and surcharges associated with all use of Services provided by ATC, regardless of whether Customer authorized the use. ATC shall not be liable whatsoever for the use, misuse or abuse of a Customer's service by third parties.

Taxes, Fees, and Surcharges. Customers will be assessed a monthly surcharges and fees on the use of the Services, as required and/or permitted under applicable law. Surcharges and fees to recover administrative costs associated with ATC's regulatory compliance may also be assessed. As the level of applicable 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 surcharges and fees assessed by ATC to Customer are subject to change on an ongoing basis. Customer shall be responsible for payment of all federal, state and local taxes, fees, and surcharges relating to the sale, transfer of ownership, installation, license, use, or provision of Services provided by ATC, including but not limited to USF, PICC, 911, E911, LNP, TRS, MTA, GRT, SLC, EUCL, NANP, payphone surcharges and regulatory recovery fees, as required or permitted by applicable law, regulation, tariff, or publicly available terms and conditions, including those posted on ATC's website (www.americantelephonecompany.com).

Facilities. In the event ATC is required to construct and or acquire telecommunications related facilities to provide Services to Customer, Customer acknowledges and agrees that ATC will incur significant costs. In addition to any other rights and remedies ATC may have, Customer agrees that if Customer cancels, terminates or breaches the Agreement after ATC incurs costs for such construction or acquisition but prior to the end of the Term, Customer will be required to reimburse ATC for all reasonably incurred costs associated with the construction or acquisition of such facilities. If in the event such construction or acquisition of facilities is required ATC reserves the right to cancel the Agreement prior to incurring any construction charges.

Termination. ATC may terminate the Agreement for convenience upon sixty (30) days written notice. ATC may terminate the Agreement or suspend Service upon fifteen (15) days written notice, if Customer breaches the Agreement and Customer fails to cure the breach within such notice period; provided, however, that the termination and cure period for breach of any of Customer's payment obligations shall be only ten (10) days. ATC may terminate the Agreement immediately upon written notice to Customer if (i) Customer dissolves or becomes insolvent or bankrupt; (ii) Customer makes an assignment for the

benefit of creditors; (iii) Customer suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; (iv) a trustee or receiver of Customer is appointed; (v) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against Customer; or (vi) Customer or a third party uses the Services provided by ATC in violation of the Agreement or applicable law. Customer further understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it (or any Customer affiliate) has entered into with ATC and understands and agrees that any such breach shall authorize ATC to suspend performance under, and or terminate, said agreements with Customer (or Customer's affiliates) pursuant to the terms of this Agreement. ATC shall not be liable for any special, incidental or consequential damages whatsoever incurred by Customer while Service is suspended or terminated for non-payment.

Termination Liability. If Customer terminates the Agreement for any reason whatsoever or if the Customer's service is terminated by ATC for any reason other than convenience after the Service Commencement Date and prior to the expiration of the Term, Customer will be liable to ATC for termination charges as follows: Customer shall pay ATC, immediately upon demand, all sums due and unpaid plus an amount equal to the Minimum Fee multiplied by the amount of months remaining in the Term together with any and all previously waived or credited installation fees and one-time credits.

Acceptable Use Policy. Customer must use the Services in accordance with this Agreement and all applicable laws, regulations and policies. 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 ATC or other communications providers, or in any other way that negatively impacts ATC is strictly prohibited. Without limitation, Customer may not (a) attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of others, nor relay communications through any third party servers without the owner's authorization, (b) probe, scan or test the vulnerability of ATC's Services or network, (c) interfere with the Services or another's use of ATC services in any way, (d) use any forged, false or misleading number identity or employ techniques to hide, obscure or counterfeit the source of a call or other communication, (e) collect or use information without the consent of the owner, (f) engage in conduct that is likely to result in retaliation against ATC, its network, Services, employees, officers or other agents, (g) configure the Services in a manner that prevents E911 services from operating properly, (h) resell Services that are not available for resale, or (i) use the Services to violate telemarketing or other marketing laws or regulations.

1. Definitions:

1.1 "Service" – shall mean American Telephone Company, LLC's broadband phone service provided by American Telephone Company, LLC under the pricing plan that you have selected.

1.2 “Device” – shall mean a American Telephone Company, LLC-provided telephone, telephone adapter, or router.

1.3 “Fax Broadcasting” and “Fax Blasting”– shall mean sending the same message by fax to six (6) or more recipients at the same time, one after another.

2. Unlimited Voice Services. American Telephone Company, LLC reserves the right to periodically review usage levels of unlimited minute service plans to ensure that you are not using such service in violation of this AUP and if such an abuse or violation is discovered to terminate or adjust the plan as appropriate. You agree to use the unlimited minute service plans for traditional voice or fax call of a duration comparable to that of the average residential or small business customer presently utilizing American Telephone Company, LLC’s service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by American Telephone Company, LLC. Excessive use is defined by American Telephone Company, LLC as use that substantially exceeds the average call volume or duration used by all other American Telephone Company, LLC unlimited plan customers, and attempting to originate or terminate multiple concurrent phone calls through any single line of service. The following types of services are specifically prohibited and may not be accessed through American Telephone Company, LLC’s unlimited voice service plan: conference calling, monitoring services, data transmissions, transmission of broadcasts or transmission of recorded material. American Telephone Company, LLC may terminate your service or change your service plan if, in its sole discretion, American Telephone Company, LLC determines that your use of the unlimited plan violates this prohibition or is otherwise “unreasonable” or results in abuse of the unlimited minute service plan.

2.1. We consider your use of our Service to be “unreasonable” and therefore subject to immediate termination if you:

2.1.a. re-sell, re-brand, re-supply, re-market or commercially exploit our Unlimited Service, without our written consent, in order to aggregate traffic from more than one customer over an "unlimited" line or trunk;

2.1.b. set up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or

2.1.c. engage in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion, or degradation.

2.2. We consider your use of our Service to be “abusive” and subject to immediate termination or adjustment if you utilize:

2.2.a. Autodialing, predictive-dialing, or robo-dialing.

2.2.b. Continuous, repetitive or extensive call forwarding

2.2.c. Harassing, threatening or abusive calls.

2.2.d. Unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints.

2.2.e. False information for you or any users of the Service.

2.2.f. Continuous or extensive chat line or conference call participation.

2.2.g. Free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges.

2.2.h. Repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints.

2.2.i. Long duration calls (defined as calls to the same number in excess of four hours (continuous or cumulative) within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party.

2.2.j. calls that do not consist of uninterrupted live human voice dialog by and between natural human beings.

2.2.k. Continuous call session connectivity

2.2.l. Fax Broadcasting

2.2.m. Fax Blasting

2.2.n. Telemarketing; or

2.2.o. Any other activity that would be inconsistent with reasonable personal, residential and business use patterns, causes network congestion or jeopardizes the integrity of American Telephone Company, LLC's network.

2.3 Short Duration Calls: American Telephone Company, LLC reserves the right to charge all short duration calls (calls under 10 seconds in length) a ten-cent (10¢) per call assessment if American Telephone Company, LLC determines, in its sole discretion, that you have an excessive volume (more than 10% of your total calls in any given month) of calls that consist of such short duration calls. You agree that calls, as defined herein for billing purposes, shall include all call traffic when accepted by American Telephone Company, LLC or its underlying carriers for termination whether such calls are terminated or not for any reason ("incomplete calls"). American Telephone Company, LLC will bill you for all calls completed to American Telephone Company, LLC's facility or equipment or that of American Telephone Company, LLC's underlying carriers regardless if the call is completed

to the called party. Accordingly, you understand your obligations in regards to incomplete calls and agrees that American Telephone Company, LLC shall incur no liability as a result of or, in relation to, said incomplete call.

3. Lawful purposes only. You may not use our Service or your Device in any way that is illegal, improper or inappropriate. A non-exhaustive list of examples of illegal, improper or inappropriate uses of our Service and/or Devices includes:

3.1. Interfering with our ability to provide Service to you or other customers, or avoiding your obligation to pay for the Service within the timeframe designated for payment.

3.2. Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another's privacy or engage in any similar behavior.

3.3. Use our Service or your Device for: auto-dialing; continuous, repetitive or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or blasting.

3.4. Use our Service or your Device to: impersonate another person; send bulk unsolicited messages; use robots, data mining techniques, or other automated Devices or programs to catalog, download, store, or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service.

3.5. Violate any law, rule, or regulation; violate any third party's intellectual property or personal rights; or exceed your permitted access to our Service.

3.6. Use the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

4. Right of Termination. In addition to American Telephone Company, LLC's right to terminate service for non-payment, American Telephone Company, LLC reserves the right to terminate the Service immediately and without advance notice if American Telephone Company, LLC, in its sole discretion, believes that you have violated any of the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee and any penalties, all of which immediately become due and payable.

5. Monitoring. We may monitor the use of our Service for violations of this agreement. We may, without liability, remove or block all communications if we suspect a violation of this agreement, or if we think it necessary in order to protect our Service, or American Telephone Company, LLC, its parent, affiliates, directors, officers, agents, and employees from harm.

5.1. Providing information to authorities and third parties. If we believe that you have used our Service or your Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es), registered 911 address, and all other account information, as follows: in response to law enforcement or other governmental agency requests; as required by law, regulation, rule, subpoena, search warrant, or court order; as necessary to identify, contact, or bring legal action against someone who may be misusing the Service, the Device, or both; to protect American Telephone Company, LLC's rights and property; or in emergency situations where disclosure of such information is necessary to protect American Telephone Company, LLC customers or third parties from imminent harm.

5.2. Use of Service and device by Customers Outside the United States. While American Telephone Company, LLC encourages use of the Service within the United States to other countries, American Telephone Company, LLC does not presently offer or support the Service to customers located in any countries other than the United States. American Telephone Company, LLC's Services are only for use by persons or entities whose primary residence or business address is in the United States. American Telephone Company, LLC's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, American Telephone Company, LLC does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove the device to a country other than the United States or use the Service from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. American Telephone Company, LLC reserves the right to disconnect Services immediately if American Telephone Company, LLC determines, in its sole and absolute discretion, that you have used the Service or the device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Service and/or device by any person making use of the Service or device provided to you.

5.3. No Transfer of Service. You may not resell or transfer your Service or your Device or provide a telephone service to anyone else by using your American Telephone Company, LLC service or features of your American Telephone Company, LLC service without first obtaining our prior written consent.

5.4. No Alterations or Tampering. If you copy or alter or have someone else copy or alter the firmware or software of the Device in any way that facilitates a compromise of your service, you are responsible for any charges that result. You may not attempt to hack or

otherwise disrupt our Service or make any use of our Service that is inconsistent with its intended purpose.

5.5. **Theft of Service.** You may not use or obtain our Service in any manner that avoids American Telephone Company, LLC policies and procedures, including an illegal or improper manner. You will notify us immediately in writing if your Device is stolen or if you believe that your Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of Service. If you fail to notify us in writing in a timely manner, we may disconnect your service and levy additional charges on you. Until you notify us in writing, you will remain liable for all use of our Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service up through the date notice is received by American Telephone Company, LLC.

Personal Abuse. Personal threats, sexual harassment, profanity and vulgarities of any sort directed toward ATC personnel are a violation and grounds for termination of the Agreement. If terminated under this provision, Customer shall be responsible for the termination charges set forth above.

No Warranty. ATC 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 CUSTOMER UNDERSTANDS AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY ISSUE OR CLAIM RELATED TO THE PERFORMANCE OF NON-PERFORMANCE OF THE SERVICES SHALL BE FOR ATC TO PROVIDE CUSTOMER WITH A CREDIT ALLOWANCE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS AGREEMENT. **EXCEPT FOR SUCH CREDIT ALLOWANCE, ATC PROVIDES ALL SERVICES ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S OWN RISK. ATC DOES NOT MAKE 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. ATC DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD-PARTY ATTACKS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THESE DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES FOR SERVICE OFFERED BY ATC.**

Limitation of Liability. WITH RESPECT TO CLAIMS OR SUITS BY CUSTOMER, OR ANY OTHERS, FOR DAMAGES RELATING TO OR ARISING OUT OF ACTS OR OMISSIONS UNDER THIS AGREEMENT AND/OR SERVICES PROVIDED HEREUNDER, ATC'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 CUSTOMER FOR THE SERVICES UNDER THIS AGREEMENT FOR A PERIOD OF SIX (6) MONTHS. ATC 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 CUSTOMER, OR ITS END-USERS OR AGENTS, OR ANY OTHER ENTITY FURNISHING SERVICES TO CUSTOMER; OR (C) ANY PERSONAL OR PROPERTY DAMAGES DUE TO THE LOSS OF STORED, TRANSMITTED OR RECORDED DATA RESULTING FROM THE SERVICE, EVEN IF ATC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY 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, ATC AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS THAT CUSTOMER 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, (8) ANY UNAUTHORIZED ACCESS, ALTERATION, THEFT OR DESTRUCTION TO CUSTOMER'S DATA, COMPUTERS, EQUIPMENT, OR SYSTEMS. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT SERVICES MAY BE PROVIDED BY ONE OR MORE SUPPLIERS, AND THAT ATC IS RESELLING THE SERVICE PROVIDED. CUSTOMER'S SOLE LIABILITY WITH RESPECT TO THE SERVICES PROVIDED BY ATC SHALL BE AS SET FORTH ABOVE. CUSTOMER ACKNOWLEDGES THAT ATC 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 CUSTOMER AND ATC UNDER THE AGREEMENT.

Indemnification. Customer agrees to indemnify, defend and hold harmless ATC and its officers, directors, employees, agents, affiliates and suppliers from and against any claims, actions, demands, losses and damages, including attorney's fees, relating to any violation of this Agreement, misuse of the Service, or related acts or omissions by Customer, its end users, or other users of its account, and/or Customer's replacement or transmission of any

message, information, software or other materials on the internet by Customer or end users of Customer's account. T

Privacy Policy. Customer shall comply with (and will ensure that all users of the Service comply with) ATC's Privacy Policy, which is set forth on ATC's website (www.americantelephonecompany.com) and incorporated by reference herein. Customer acknowledges that ATC may amend the Privacy Policy from time to time in its sole discretion.

Force Majeure. Except with respect to Customer's payment obligations, notwithstanding any other provision of the Agreement, neither party to the Agreement shall be liable to the other party for any delay or failure in performance of the Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, terrorism, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control ("Force Majeure Event"). Any such delay or failure shall suspend each party's performance until such Force Majeure Event ceases to prevent the reasonable performance of the obligation.

Partial Invalidity. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable. Instead, the remainder of the Agreement shall remain in effect, excluding the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the Parties shall promptly negotiate a substitute provision.

Additional Services. Additional locations or additional services, not covered by the MSA, may be added by the execution of additional MSAs. Each additional MSA shall have a separate and distinct term and shall apply separately and distinctly to the services covered therein, except as otherwise provided herein.

VoIP E911 Disclaimer. The Federal Communications Commission (FCC) has promulgated regulations requiring communications providers to make a disclaimer regarding E911 service associated with the provision of Voice-over Internet Protocol ("VoIP") services. Where a Customer's Services includes VoIP service, the Customer is required to read, understand and acknowledge the disclaimer, which explains that E911 service may fail under certain circumstances. A copy of the disclaimer is provided on ATC's website (www.americantelephonecompany.com), which is incorporated by reference and made a part of these Terms and Conditions. The disclaimer must be signed and returned by Customer to ATC prior to the Service Commencement Date. In addition, by executing an MSA, Customer acknowledges that Customer has read and understood the disclaimer. In the event that Customer is not completely comfortable with the limitations of E-911 Service explained in the disclaimer, Customer should take action to acquire an alternative means to access 911 services.

DISCLAIMER OF LIABILITY AND INDEMNIFICATION FOR E911 SERVICE: Customer acknowledges that ATC does not control how E911 calls are answered or handled by any

local emergency response center/s. ATC disclaims all responsibility for the actions and conduct of any and all national and local emergency response centers. ATC relies entirely upon third parties to route E911 calls to local and national emergency response centers. ATC 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 ATC nor its office, directors or employees may be held liable for any claim, damage or loss, and Customer hereby waives any and all such claims or causes of action arising from or related to the E911 services. Customer, on its own behalf and on behalf of any third party, hereby agrees to defend, indemnify and hold harmless ATC, its officers, directors, employees and agents from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including attorneys' fees) relating to the absence, failure or outage of the E911 service, including without limitation the emergency dialing service or access to emergency service personnel. CUSTOMER ACKNOWLEDGES THAT THE E911 SERVICES PROVIDED BY ATC DO NOT SUPPORT TRADITIONAL 911 ACCESSES TO EMERGENCY SERVICES. WHERE AVAILABLE, ATC'S SERVICES MAY INCLUDE E911 ACCESS TO THIRD PARTY EMERGENCY SERVICES. ATC ADVISES CUSTOMER TO MAINTAIN OR ACQUIRE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES. CUSTOMER AGREES TO ADVISE ALL EMPLOYEES, VISITORS AND OTHER PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE CUSTOMER USES THE SERVICE OF THE LIMITATIONS OF ATC'S E911 SERVICE. Customer also understands and acknowledges that ATC's E911 is only available in United States mainland (excluding Alaska, Hawaii, Puerto Rico, and Guam).

UNDERSTANDING, ACKNOWLEDGEMENT AND ALTERNATIVE 911 SERVICE: By entering into the Agreement with ATC and/or by use of ATC's Services, Customer acknowledges understanding of the limitations of the E911 services described above. In the event that Customer is not completely comfortable with the limitations of the E911 service, Customer should immediately take action to acquire an alternative means to access 911 services.

No Agency. Customer agrees that this Agreement and relations between the parties hereby established do 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.

Miscellaneous. ATC may assign or transfer all or part of the Agreement to any affiliates or assigns. With reasonable prior notice, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets or business. All other attempted assignments shall be void without ATC's prior written consent. Customer authorizes ATC to perform credit checks and investigate financial references. Customer further agrees that it and its end users will comply with all applicable laws and regulations and will not use ATC services in a fraudulent manner or in a manner that exposes ATC to legal liability. Customer agrees to be bound by the Agreement, all applicable ATC tariffs, and all publicly posted terms, conditions, and disclaimers, as incorporated by reference herein. All such additional publicly posted terms, conditions, and disclaimers are available

upon written request by Customer and are posted at www.americantelephonecompany.com.

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

No Waiver. Failure by ATC to insist upon strict and complete performance of any or all terms or conditions contained in the Agreement shall not constitute nor be construed as a waiver of ATC's right to enforce such provision or any other provision.

Entire Agreement. This Agreement represents the complete agreement and understanding of the parties with respect to the items addressed herein and any related matters, and supersedes any and all other agreements whether written or oral, including but not limited to, any advertising, brochures, proposals, representations or understandings regarding the subject matter hereof. Except where ATC is permitted to make changes in its discretion to the website terms, conditions, disclaimers referenced herein, applicable tariffs or publicly posted terms and conditions, or as otherwise provided herein, this Agreement may be modified only by written agreement signed by both parties. This Agreement shall be governed by the laws of the State of New York without reference to its principles of conflicts of laws. In the event the arbitration provisions set forth herein are deemed unenforceable or invalid for any reason, Customer consents to the exclusive jurisdiction of the federal and State courts located in the State of New York, New York County.

CUSTOMER HEREBY CONSENTS TO THE INCORPORATION BY REFERENCE OF APPLICABLE TARIFFS, PUBLICLY POSTED TERMS AND CONDITIONS, DISCLAIMERS, AND ALL ADDITIONAL TERMS AND CONDITIONS, AS APPLICABLE, POSTED AT WWW.AMERICANTELEPHONECOMPANY.COM.