



BW COMMUNICATIONS INC TERMS AND CONDITIONS OF VOICE SERVICES

These Terms of Service constitute the agreement ("Agreement") between BW Communications Inc ("Carrier", "we," "us" or "BW Communications Inc") and the End User ("You", "Your" or "Customer") of BW Communications Inc's Business VOIP Services ("Service", "Services"). Customer and BW Communications Inc may be collectively referred to herein as the "Parties", and individually as "Party". This Agreement governs the Service as well as use of BW Communications Inc-supplied hardware, and any other IP-PSTN device used in conjunction with the Service. By signing the BW Communications Inc Services Quote to activate BW Communications Inc services, you acknowledge that you have read, understand, and agree to the Terms and Conditions of this Agreement, and are of legal age to enter into this Agreement.

1. SERVICE

1.1 START OF SERVICE, BILLING DATES, AND PRORATING – You agree to fulfill the Contract Term designated on the General Information Form of the BW Communications Inc Services Quote that you signed. You will be placed on a Billing Cycle for the selected Contract Term. For Standard Billing Cycles, Monthly Service Term begins on the first day of the month and ends on the last day of the month. Billing is processed during the first week of each month. For high volume customers, the Billing Date is determined by BW Communications Inc based on Contract Term/billing cycle with BW Communications Inc. The Account Activation Date is the date that your account is set up on BW Communications Inc. The Service Activation Date is the date that Services become usable by you. Invoices will be generated at the start of the billing cycle nearest to your Account Activation Date. The first invoice includes charges for prorated Monthly Recurring Charges (MRCs) as well as Non-Recurring Fees (NRCs), plus usage charges. Prorated charges are based on the number of days in the month in which Service was activated and are for each day of Service up to the first day of the next billing cycle. MRCs or other charges are billed to your account and processed during the first week of each month, or on another date as determined by your Contract Term and billing cycle arrangement with BW Communications Inc.

1.2 CONTRACT TERMS AND USE OF SERVICES – The Contract Term refers to the initial length of the Term (in months) of Service that you ordered from BW Communications Inc and appears on the General Information Form of the BW Communications Inc Services Quote. BW Communications Inc offers month-to-month, 12 (twelve), 24 (twenty-four), 36 (thirty-six), 48 (forty-eight), 60 (sixty), 72 (seventy-two), and 84 (eighty-four) month Contract Terms. The Contract Terms renew automatically without action by either Party. If you terminate Service prior to the end of your Contract Term, you will be responsible for the remaining Monthly Recurring Charges on all subscribed-to Services for each billable month left in your Contract Term, plus any applicable Cancellation/Disconnection Fees, a Cancellation Fee of \$39.95 per SIP trunk, plus any other unbilled charges, all of which become immediately due and payable upon termination or cancellation of Service/Contract. Expiration or Termination of a Contract Term does not free you from paying any and all unpaid charges to BW Communications Inc. Any unused free months or minutes on special promotional offerings will not be credited to your account should you request an early cancellation of Services.

1.3 BUSINESS SERVICES – LIMITATIONS OF USE OF SERVICE(S) AND INTEGRATED ACCESS DEVICE or IAD(S);

PROHIBITION OF RESALE – If you have subscribed to BW Communications Inc Services, the Services are provided to you as a normal business user. This means that you must not resell or transfer the Services to any other person/entity for any purpose, without express written permission from BW Communications Inc. You understand that subscribing to BW Communications Inc Services does not grant you the right to use the Services for high volume applications such as auto-dialing, continuous or extensive call forwarding, telemarketing, polling, charitable or political solicitation, fax broadcasting, or fax blasting unless prior approval was given to you by BW Communications Inc to use the Services in such a way. BW Communications Inc offers Metered Services, which may be used for a variety of high-volume applications. If you have subscribed to BW Communications Inc Services such as hosted PBX, SIP Trunks, audio conferencing, IP fax, or other Services, you are permitted to use the Services at the agreed upon rates and/or applicable Monthly Recurring Charges as described in your original Services Quote Packet. BW Communications Inc reserves the right to immediately modify and/or terminate the Services and/or Pricing if BW Communications Inc determines that your use of the Services exceeds the stated Limitations of Use for the Services that you have subscribed to.

1.4 LAWFUL USE OF BW COMMUNICATIONS INC SERVICES(S) AND EQUIPMENT, PROHIBITED USES,

UNAUTHORIZED USAGE – You agree to use the Service(s) only for lawful purposes. This means that you will not use them for transmitting or receiving any communication(s) or material(s) of any kind when, in BW Communications Inc's sole judgment, the transmission, receipt, or possession of such communication(s) or material(s) (i) would constitute a criminal offense, create a civil liability, or violate any applicable local, state, national or international law or (ii) encourages conduct or activities that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

BW Communications Inc reserves the right to terminate your Service immediately and without advance notice if BW Communications Inc, in its sole discretion, believes you have violated any of the restrictions noted above. Upon termination, you are immediately responsible for the full month's charges plus any unbilled or past-due charges accrued up to the end of the current Month-to-Month Term.

You are liable for any and all use of the Service(s) and/or IAD(s) by yourself and by any person making use of the Service(s) or IAD(s) provided to you, and by accepting these Terms & Conditions, you agree to indemnify and hold harmless BW Communications Inc against any and all liability for any such use.

If BW Communications Inc, in its sole discretion, believes that you have violated the above restrictions, BW Communications Inc may forward the objectionable material, as well as your BW Communications Inc communication records and your personally identifiable information to the appropriate local, state, national, or international authorities for investigation and prosecution, and you hereby consent to such forwarding.

If your IAD or a BW Communications Inc-issued IAD is stolen, or you become aware that your BW Communications Inc Services are being stolen or fraudulently used by a third party (either directly, or through your own IAD/PBX equipment, as in the case of SIP Trunking customers), you must notify BW Communications Inc immediately by calling the BW Communications Inc Customer Support Line or emailing info@bwcominc.com. When you contact BW Communications Inc to report the problem, provide your BW Communications Inc account number and a description of the alleged theft or fraudulent use of Services.

Until BW Communications Inc receives notification of the theft or fraudulent use, unauthorized traffic and usage charges will continue to accumulate and will be automatically charged to your BW Communications Inc account. You will be liable for all fraudulent use of the Services and/or device(s) stolen from you, and charges will be applied to your account.

Notwithstanding anything to the contrary, BW Communications Inc will not issue credits for charges resulting from fraudulent use that arises out of third parties hacking into your equipment, the internet, or your Services. This hacking includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of your internal/corporate procedures. Fraudulent continental USA calls will be billed at the rate of \$0.0290 per minute outbound and \$0.0290 inbound. International Calls will be billed per the International Rates associated with your BW Communications Inc account. Failure to contact BW Communications Inc as described above may result in termination of your Services.

1.5 USE OF SERVICE(S) AND IAD(S) BY CUSTOMERS OUTSIDE THE UNITED STATES – BW Communications Inc encourages you to use the Service(s) and provides live and/or email technical support for the Services within the United States. If you take the IAD to a foreign country and use the Service from there, you do so at your own risk, including the risk that such activity violates the local or national laws in the country where you choose to do so. You are liable for any use of the Service(s) and/or IAD(s) by yourself or any person making use of the Service(s) or IAD(s) provided to you, and you agree to indemnify and hold harmless BW Communications Inc against any and all liability for such use. Should the removal from the United States or Canada of the IAD violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless BW Communications Inc against any and all liability for such violation. BW Communications Inc reserves the right to terminate your Service immediately and without advance notice if it determines that you are using it outside the United States or Canada.

1.6 LOSS OF CARRIER SERVICE(S) DUE TO POWER FAILURE, ISP OR BROADBAND OUTAGE, OR ACCOUNT SUSPENSION – You acknowledge and understand that the BW Communications Inc Service does not function in the event of a power failure. You also understand that the Service is delivered to you through a broadband Internet connection, which is not provided by or managed by BW Communications Inc. In the event of a power or service outage, or unavailability of service from your Internet service provider ("ISP"), BW Communications Inc Service will not function. The Service will not function again until power is restored or the ISP outage is cured. You may have to reset or reconfigure BW Communications Inc equipment or IADs prior to utilizing the Service again after a power failure or other ISP or broadband service interruption.

During such outages, you will continue to be billed for the Service unless and until you or BW Communications Inc terminate the Service in accordance with this Agreement. If your account was suspended by BW Communications Inc for non-payment, you must pay any outstanding invoices, plus a Re-connection Fee of \$39.95 per SIP Trunk before Service is restored by BW Communications Inc.

1.7 COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF SOFTWARE, HARDWARE, OR IAD(S) – The BW Communications Inc Service(s), any BW Communications Inc-issued hardware or software used to deliver the Service to you, plus all Services, information, documents, and materials on BW Communications Inc's website(s) are protected by trademark, copyright, or other intellectual property laws and/or international treaty provisions.

All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of BW Communications Inc are the exclusive property of BW Communications Inc, and nothing in this Agreement grants you the right to use any such marks.

You acknowledge that you are not given license to use the BW Communications Inc-issued hardware or software, other than as a nontransferable, revocable license in object code form (without making any modification thereto) strictly in accordance with the terms of this Agreement. You agree that the IAD is exclusively for use in connection with the Service and that BW Communications Inc will not provide any passwords, codes, or other information that would enable you to use the IAD for any other purpose. Do not reverse compile, disassemble, engineer, or otherwise manipulate the hardware or software.

If you use the Service through an IAD not provided by BW Communications Inc, you warrant and represent that you possess all required rights, including software and/or hardware licenses, to use the IAD with the Service and you will indemnify and hold harmless BW Communications Inc against any and all liabilities due to your use of such IAD with BW Communications Inc Service.

1.8 TAMPERING WITH SERVICE(S) OR BW COMMUNICATIONS INC ISSUED IAD(S) – If BW Communications Inc has issued you an IAD device, you may not change the electronic serial number or equipment identifier of the IAD, or perform factory reset of the IAD. BW Communications Inc reserves the right to terminate your Service(s) if you tamper with the IAD, leaving you responsible for the remaining charges to the end of the agreed-to service term, plus any unbilled charges, plus applicable Cancellation Fee(s), all of which become due and payable and will immediately be charged to your credit card or account. Further, you agree not to hack or disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

1.9 TRIAL PERIOD, RETURN OF IAD, AND DAMAGED PACKAGES – BW Communications Inc provides a fourteen (14) day Trial Period during which time you may decide if you wish to continue the Services through the end of the Contract Term. Hardware may be returned to BW Communications Inc for a refund of the net purchase price and the Services may be cancelled without penalty within fourteen (14) days of your Service Activation Date. You are responsible for all usage charges accrued during the Trial Period and must pay these charges immediately after the hardware IAD(s) has been returned to BW Communications Inc.

Any hardware IAD that you purchased from BW Communications Inc may be returned provided that the return package is received by BW Communications Inc within 10 (ten) days of the end of the Trial Period. If you wish to return any hardware, you must first call the BW Communications Inc Customer Care Line to obtain a Return Shipment Authorization Code, which must be displayed on the return package. Returned hardware must be received in the original and complete condition and packaging that it was originally sent in, meaning that all parts, accessories, documentation and materials are included with the return package.

Upon receipt and inspection of the return package, BW Communications Inc will issue a credit for the original purchase amount of the equipment to your account or credit card. You are responsible for all cost and risks associated with the return shipment of the hardware.

In the event that a BW Communications Inc package arrives to you in a visibly damaged condition, you must note the damage on the freight bill and retain a copy for your records. In such event, you must keep the original

carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact BW Communications Inc Customer Care Department immediately.

To obtain a return authorization number, you must contact info@bwcominc.com or 888-415-2430.

1.10 NUMBER RELEASE ON SERVICE TERMINATION – Upon termination of Service, BW Communications Inc may release a telephone number that you ported to BW Communications Inc from a previous service provider and used in connection with the Service. At your request, the number may be released to your new service provider, provided that your BW Communications Inc account is current including payment for any and all outstanding charges (including any outstanding Monthly Recurring Charges that remain on your Contract Term) and any applicable Cancellation Fees.

To request a Number Release, you must submit a LOA (Letter of Agency) to your new telephone/telephony service provider. Upon satisfaction of the above stated requirements for Number Release, BW Communications Inc will release your number to your new service provider.

1.11 TELEPHONE & ENHANCED TELEPHONY SERVICE DISTINCTIONS – You understand that the Service is not a traditional telephone service, but an Enhanced Telephony Service. Distinctions exist between traditional telephone service and the Enhanced Telephony Service provided by BW Communications Inc. The Service is subject to different regulatory treatment than telephone service. This treatment may affect your rights of redress before Federal, State, or Provincial telecommunications regulatory agencies.

1.12 OWNERSHIP AND RISK OF LOSS – You are the owner of the Service/IAD and bear all risk of loss of, theft, or damage to the Service/IAD, from the time it is shipped to you and/or activated by BW Communications Inc until the time it is cancelled by you.

1.13 411 SERVICES – BW Communications Inc supports 411 Standard and Enhanced 411 Information Services. All 411 calls are billed at \$0.85 per call.

1.14 NO 0+ CALLING/NO TRADITIONAL FAX SERVICE – BW Communications Inc Service does not support 0+ calling (collect, third party billing, or calling card calls). BW Communications Inc does not support Traditional Fax Service at this time. BW Communications Inc instead offers BW Communications Inc IP FAX – an Internet faxing solution.

1.15 LNP (PORTING) – You may request that phone numbers be ported to BW Communications Inc by submitting a completed LOA (Letter of Agency) and a current bill copy (less than thirty days old) from your current service provider. No port shall be accepted or submitted without this information.

Pricing for porting DID's to BW Communications Inc is \$30.00 per number. Standard porting time is ten (10) to forty-five (45) days. You should specify the desired port date in the appropriate section of the LOA. BW Communications Inc will attempt to honor this date and will let you know the actual port date.

Once the LOA and bill copy are received, BW Communications Inc shall initiate the port request and shall obtain a FOC (Firm Order Commitment) date. You will be provided with a FOC date informing you when numbers are scheduled to be ported to BW Communications Inc.

The fees for cancelling or changing a port of a DID to BW Communications Inc are determined by how soon before or after the FOC date a port is cancelled. Fees for cancelling a port are as follows:

PORT CANCELLATION/CHANGE FEE – PER DID WITH CANCELLATION OCCURRING 48 HOURS OR MORE BEFORE SCHEDULED PORT FOC DATE	\$30.00
PORT CANCELLATION/CHANGE FEE – PER DID WITH CANCELLATION OCCURRING 6 HOURS BEFORE OR AT ANYTIME AFTER SCHEDULED PORT FOC DATE	\$175.00
PORT CANCELLATION/CHANGE FEE – PER DID WITH CANCELLATION OCCURRING LESS THAN 6 HOURS BEFORE OR WITHIN 24 OR MORE HOURS AFTER THE SCHEDULED PORT FOC DATE (AS IN A "SNAP-BACK")	\$400.00

Cancellation Fees for Porting:

BW Communications Inc shall assign the appropriate cancellation fees (as displayed above) to your BW Communications Inc account for any port cancellation that you request. Payment for cancellation fees occurring within a given month shall be payable within ten (10) days of your receipt of the invoice displaying the port cancellation fee(s).

1.16 SERVICE CALLS TO UPGRADES – BW Communications Inc reserves the right to charge you for service calls that result from data network, internet connection, equipment upgrades, or other changes you institute without first informing BW Communications Inc to ensure continuity of service.

2. EMERGENCY CALLING SERVICES – 911 DIALING

2.1 AVAILABILITY OF 911/EMERGENCY DIALING SERVICES - In compliance with the Federal Communications Commission (FCC) WC Docket No. 05-196, BW Communications Inc hereby advises all current retail BW Communications Inc customers that enhanced E911/911 calling services are available at this time but may not be available in all service areas and may or may not function the same as traditional 911 services.

2.2 911 SERVICEABLE AREAS - Presently, BW Communications Inc offers E911/911 Services via underlying third-party providers. 911 services are available only within the Continental United States and Canada. BW Communications Inc routes 911 calls originating in the United States via 10-digit routing to PSAPs (Public Safety Answering Points) as well as via Selective Routers (where available). Selective Routers automatically recognize where a call is originating from based on the CLID (Caller ID) information and deliver the call to the most appropriate local PSAP. Presently, most 911 calls are routed via Selective Routers to the 911 Trunks of the PSAPs (where available). Services are not available in countries other than the Continental U.S. and Canada.

2.3 REGISTERED LOCATION AND E911 / USER MANAGEMENT PORTAL AND 911 UPDATES - BW Communications Inc must have a 911 Registered Location Address on file for your phone number(s) to provide test or actual VoIP Services and/or 911 Emergency Calling Services to you. When your account is provisioned, BW Communications Inc will register one (1) phone number in the 911 databases on your behalf. The Registered

Location for your account is based on the information you provide on the E911 Services tab of the Services Quote Packet that you complete and submit to BW Communications Inc for provisioning of test or actual Services. This Registered Location information is linked to the E911 CID field (911 Caller ID) displayed for your registered phone number.

Please note that 911 services are not available for toll-free phone numbers. You will be informed which of your phone numbers is registered and enabled for 911 Services in the BW Communications Inc E911 database.

IMPORTANT:

You understand that E911 calls are routed to PSAPs (Public Safety Answering Points) based on the E911 CLID field associated with your phone number. If you change the number you use for 911 calling, your 911 services may not be available or may operate differently. You must register the new E911 CLID number and its associated address with BW Communications Inc to enable 911 capabilities for that number. Failure to do so may result in 911 services being unavailable when using an unregistered phone number.

If a 911 call does not complete, it will be automatically routed to a National Emergency Call Center where you will be asked to verify your number and provide your physical location to the operator. There is a \$150.00 charge for each 911 call placed from an unregistered phone number on the BW Communications Inc network.

To register additional numbers or manage your 911 Registered Location, please contact BW Communications Inc at [Phone Number].

NOTE: If the information you provide for your Registered Location is incorrect or incomplete, services may not be available to you. For assistance updating your E911/911 Registered Location information, please contact BW Communications Inc at **888-415-2430** or **info@bwcominc.com**

You may also update your E911 CID and Registered Location information by:

- Contacting BW Communications Inc Customer Service at **888-415-2430** during normal business hours (Monday–Friday, 8:00 am to 4:00 pm EST)
- Emailing **info@bwcominc.com** during normal business hours

NOTE: Contacting BW Communications Inc by phone or email may result in a delay of up to 72 hours for your E911 update to take effect.

2.4 ROUTING OF E911/911 CALLS - E911/911 calls are routed based on the E911 CID field for your user within the BW Communications Inc User Management Portal (e.g., pbx.bwcommunications.com). If you subscribe to a standard BW Communications Inc Service Plan or IP Trunk Plan with a phone number, the main phone number on your account will automatically be registered in the E911/911 database prior to being released to you (unless you specify otherwise or request additional numbers to be registered).

If you change the phone number you use for 911 calling purposes and fail to register the new number via the User Management Portal, your phone number(s) will not be recognized when placing an E911/911 call. This may cause the call to fail or be routed to a National Emergency Call Center Operator, who will require you to provide

your current address information verbally. Calls placed from all non-registered numbers will incur a charge of \$120.00 per call.

2.5 PSAP LIMITATIONS AND THE HANDLING OF E911/911 CALLS - Currently, BW Communications Inc routes E911/911 calls from Registered DID's to Emergency Services Operators at various PSAPs (Public Safety Answering Points). You understand that limitations of these PSAPs may affect the level of E911/911 services you receive. For example, PSAP operators may or may not have access to the ALI (Automatic Location Identification) Database to automatically retrieve caller information such as name and address associated with a registered DID. In such cases, you may be required to verbally provide this information to the PSAP operator when placing the call.

Therefore, BW Communications Inc cannot guarantee the consistency of E911/911 services with respect to PSAP operators being able to automatically retrieve and display caller information.

2.6 INSTANCES WHERE E911/911 SERVICES MAY NOT BE AVAILABLE - You understand that while the BW Communications Inc-provided VOIP service closely approximates traditional 911 services, there may be instances in which the E911/911 Services may function differently from traditional 911 services, or may not be available. Additionally, there may be circumstances in which the E911/911 Services may be delayed or may not be available to you. Such circumstances may include, but are in no way limited to the following:

- Electrical Power Outage and/or Broadband Internet Service Provider (ISP) outage or unavailability;
- Suspension or Termination of Customer's account(s) or VOIP service(s);
- Relocation of Customer's VOIP IAD(s) to an address other than the one given at activation, without updating the E911 Registered Address Location with BW Communications Inc;
- Unsuitable broadband internet connection such as satellite internet; Malfunction, Failure, and/or Improper Configuration of Subscribers' VOIP IAD(s) and/or using an unapproved or unsupported VOIP or IAD(s);
- Deficits or limitations of the PSAP, National Emergency Call Center, Emergency Services Operators or Personnel systems and/or equipment;
- Unforeseen congestion on the BW Communications Inc VOIP network or network design factors which delay or prohibit Services;
- Incorrect Customer-supplied Registered Location Information;
- Customer or User tampering with the VOIP IAD(s), producing changes which prohibit utilization of the E911/911 services;
- E911 location updates to the BW Communications Inc database will generally be available within forty eight (48) hours or less. However, BW Communications Inc cannot guarantee that this will always be the case, especially if the E911/911 Registered Location Address update provided by customer is lacking and/or incongruent with the parameters of the BW Communications Inc customer portal/database and subsequently produces a rejection of the Registered Location Address update;
- Any other unspecified circumstances which affect the use of the E911/911 services.

2.7 ALTERNATIVE 911 OR EMERGENCY DIALING ARRANGEMENTS - You acknowledge that BW Communications Inc does not offer alternate primary line or lifeline services. It is strongly recommended that you always have an alternative means of accessing traditional 911 or Emergency Dialing Services.

3. ACCEPTANCE OF ELECTRONIC SIGNATURES & COMMUNICATION OF OFFICIAL BUSINESS - When you visit BW Communications Inc's websites or portals, send email or fax, or engage in IM (Instant Messenger) conversations, you are communicating with BW Communications Inc electronically and understand that all such communication between you and BW Communications Inc shall constitute official communication which is legally binding. You also consent to receive communications from us electronically and/or by traditional mail. You understand that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. By initialing this document, you acknowledge that you have read and agree to the terms & conditions contained herein.

4. CHANGES OF THE TERMS AND CONDITIONS AGREEMENT AND CHANGES TO PRICING - By entering into the Agreement, you agree to the current terms and conditions located on BW Communications Inc's website at midwestdialtone.com/terms. BW Communications Inc may change the Terms and Conditions of this Agreement and/or Pricing at any time. Changes to the Agreement or Pricing will be considered effective as of the date that notice of such change is conveyed to you via email or other means. Changes are binding from the date sent from BW Communications Inc to you without further notice by BW Communications Inc.

5. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

5.1 BILLING - You must provide BW Communications Inc with a valid credit card number (Visa, MasterCard, Discover, American Express) at the time the Service is activated. Any other payment method must be approved by BW Communications Inc. BW Communications Inc reserves the right to stop accepting credit card payments at any time. If the credit card on file for you expires, a credit card account is closed, billing address changes, or the card is cancelled and replaced due to loss or theft, you must immediately advise BW Communications Inc. All Monthly Recurring Charges, applicable taxes and surcharges, are billed monthly in advance (except for overage charges, which are billed monthly in arrears) to your credit card, along with Activation Fees, Monthly, International Usage Charges, Advanced Feature Charges, Equipment Purchases, Cancellation Fees and Shipping & Handling Charges. BW Communications Inc retains the right to change Pricing Plans and/or bill at more frequent intervals if the Usage Amount (not including the Monthly Recurring Charge) due to BW Communications Inc at any time exceeds \$100.00. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on BW Communications Inc website.

5.2 BILLING DISPUTES - If you dispute any BW Communications Inc charges appearing on your statement, you must make BW Communications Inc aware of the dispute in writing (email or otherwise) with fourteen (14) days after receiving your BW Communications Inc statement. If charges are not disputed with fourteen (14) days, BW Communications Inc assumes that the charges are acceptable to you and valid. Billing disputes should be notified to: Customer Care Billing Department, BW Communications Inc, 16701 Melford Blvd Suite 400, Bowie, Maryland 20715, United States or email info@bwcominc.com

5.3 PAYMENT - BW Communications Inc accepts payments by check, credit card, or bank wire transfer. Your use of the Service authorizes BW Communications Inc to charge the account or credit card number on file with BW Communications Inc including any changed information given BW Communications Inc if the card expires or is replaced, or if you substitute a different card, for BW Communications Inc charges. This authorization will remain valid until 45 days after BW Communications Inc receives your written notice terminating BW Communications Inc's authority to charge your credit card, whereupon BW Communications Inc will charge you the disconnect fee and any other outstanding charges and terminate the Service. BW Communications Inc may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with BW Communications Inc is declined or reversed, your credit card expires and you have not provided BW Communications Inc with a valid replacement credit card, or in case of any other non-payment of account charges. There is a \$30.00 charge for checks returned for NSF (non-sufficient funds). Termination of Service for declined or expired card, checks returned for NSF, reversed charges, or non-payment leaves you FULLY LIABLE to BW Communications Inc for ALL CHARGES ACCRUED BEFORE TERMINATION as well as any other fees pertaining to remaining contractual obligations and for all costs incurred by BW Communications Inc in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

5.4 PREPAID ACCOUNTS – BW Communications Inc may offer or require certain accounts to be prepaid. Service types subject to prepayment may include, but may not be limited to: Calling Card, Call Center, IVR, Customers Not Paying by Credit Card, or any other application as determined by BW Communications Inc. Prepayment is normally based on one (1) month's estimated usage, plus a setup fee. The prepayment shall be applied to your account and will be drawn down against usage, monthly recurring or non-recurring fees. You will be notified by BW Communications Inc when only twenty percent (20%) of the prepayment amount remains on the account. At that time, you will be asked to replenish the prepayment amount so that Services may be continued. Failure to replenish the prepayment amount with BW Communications Inc before the prepayment funds are depleted will result in cessation of Services. Services may be continued when prepayment funds are received by BW Communications Inc.

5.5 TERMINATION/DISCONTINUATION OF SERVICE - BW Communications Inc reserves the right to suspend or discontinue the Service, or to terminate your Service, at any time in its sole discretion. If BW Communications Inc discontinues providing the Service, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final months' charges or the remaining Monthly Recurring Charges (MRCs) in your agreed-to Service Term. If your Service is terminated for any stated reason, or because of improper use of the Service or IAD, you will be responsible for the full month's charges to the end of the current term and any remaining MRCs in your agreed-to Contract Term, plus a disconnection fee of \$39.95 per SIP trunk, all of which immediately become due and payable.

5.6 TAXES - You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or an IAD and any related equipment. Such amounts are in addition to payment for the Service or IADs and will be billed to your credit card as set forth in this Agreement. If you are exempt from

payment of such taxes, you shall provide BW Communications Inc with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date BW Communications Inc receives such certificate.

5.7 TERMINATION OF SERVICES & DISCONNECTION FEES - If you terminate Services prior to the end of your original Contract Term, you will be responsible for the remaining Monthly Recurring Plan Charges for each billable month left in your Contract Term, plus a cancellation fee of \$39.95 per IP trunk, a \$5.00 cancellation fee per DID, plus any other unbilled charges, all of which become immediately due and payable upon termination or cancellation of Service/Contract. If you are on a month-to-month Contract Term, you will be charged a disconnect fee of \$39.95 per SIP trunk upon disconnection or service termination. You will not be subject to a disconnection fee if you fulfill your agreed-to Contract Term. The disconnect fees become due and payable immediately upon Service disconnection/termination and will be billed directly to your account and/or credit card.

5.8 PAYPHONE CHARGES - If you make use of BW Communications Inc Toll Free Services you acknowledge and agree that BW Communications Inc is entitled to recover from you any charges imposed on BW Communications Inc by payphone owners or operators, either directly or indirectly through BW Communications Inc's suppliers in connection with toll free calls made to your number, or any charges imposed upon BW Communications Inc by its suppliers to recover such costs. BW Communications Inc may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion, as BW Communications Inc deems appropriate for the recovery of these costs.

5.9 INTERNATIONAL & DOMESTIC RATES - BW Communications Inc makes every attempt to keep the domestic and international per minute rates consistent. From time to time, however, it may be necessary to increase or decrease the rates due to changes in underlying wholesale costs or legislation enactments that are not under the control of BW Communications Inc. In the event that there must be change to BW Communications Inc's domestic or international rates, you will be notified in writing within twenty-four (24) hours of such change. The rate change will become effective immediately upon delivery of notice to you and will be reflected on your BW Communications Inc bill from the delivery of notice date forward.

6.0 WARRANTY OF SERVICES, LIMITATION OF LIABILITY AND INDEMNIFICATION

6.1 AVAILABILITY OF SERVICES - BW Communications Inc makes no warranties or claims, nor guarantees regarding the reliability or availability of the Services. Additionally, BW Communications Inc is not liable for any delay or failure to provide the VOIP/E911/911 services including, at any time or from time to time, or any interruption or degradation of voice quality that is caused by, but in no way limited to, any of the following events:

1. Act of an underlying carrier, service provider, vendor or other third party;
2. Equipment, network or facility failure, upgrade, or modification;
3. Events such as (but not limited to) blizzards, floods and other natural disasters, acts of God, power outages, unavailable parts or other supply shortages, pandemics, strikes, fire, war, riot, government actions;

4. Equipment, network or facility shortage or relocation;
5. Service, equipment, network or facility failure caused by loss of power;
6. Outage of Customer's ISP or broadband service provider;
7. Act of Customer or any person using the Service or IAD provided to Customer; or
8. Any other cause that is beyond BW Communications Inc' direct control, including without limitation a failure of or defect of IAD, failure of a communication, the inability of communications (including without limitation 411, E911/911, or Fax dialing) to be completed, or degradation of voice quality. BW Communications Inc's liability for (i) any failure or mistake; (ii) any claim with respect to BW Communications Inc' performance or nonperformance hereunder or (iii) any BW Communications Inc act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.

6.2 LIMITATION OF LIABILITY - IN no event shall BW Communications Inc's officers, affiliates, directors, employees, affiliates, or agents or any other service providers who furnishes underlying services in connection with the delivery of BW Communications Inc Services be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, or for any other damages, including, but not limited to loss of life, profit, revenue, data, or any other damages associated with the use or inability to use the Service, including inability to dial fax,), 411, 911 or access other emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not BW Communications Inc was informed likelihood of any particular type of damages. Liability of BW Communications Inc for direct damages shall be limited to the cost of one month of service under the Agreement.

6.3 INDEMNIFICATION - By agreeing to these Terms and Conditions, you agree to indemnify, defend, and hold harmless BW Communications Inc, its members, directors, officers, employees, affiliates, agents, partners, technicians, and/or underlying service or database providers, from any and all direct, indirect, consequential, or special losses, damages or claims of any kind (including, but not limited to, attorney fees, third party claims, loss of life, loss of business or profits, loss of customers, taxes under Section 5.6, above, and/or damage to reputation or goodwill) sustained by you, household family members, colleagues, coworkers, employees, partners and/or affiliates, and end, circumstantial, or third party users of the service, due to or resulting from any failure in or breakdown of the Service, facilities, or systems associated with providing the service, or for any delay, interruption or degradation of the services whatsoever shall be the cause or duration thereof, or for any other cause or claim arising under the Term of Service.

6.4 NO WARRANTIES ON SERVICE - BW Communications Inc makes no warranties (express or implied and without limitation), any implied warranties of merchantability, fitness of the Services for a particular purpose, title or non-infringement or any warranty arising by usage or trade, course, or dealing or course of performance or any warranty that the Services will meet your expectations or requirements. Without limiting the foregoing, BW Communications Inc does not warrant that the Service will be without failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither BW Communications Inc nor its officers, directors, employees, affiliates, agents or any other service provider or vendor who furnishes services or products which are used to deliver the Services, will be liable for unauthorized access to BW Communications

Inc or Customer's or Vendor's transmission facilities or premise equipment for unauthorized access to or alternation, theft, or destruction of your data files, information, programs, procedures, software or hardware through accident, fraudulent means or IADs or any other method, regardless of whether such damage occurs as a result of BW Communications Inc's or its underlying service providers or vendors negligence. Statements and descriptions concerning the Service or IAD, if any, by BW Communications Inc or BW Communications Inc's employees, agents, installers or technicians are informational and are not given as warranty.

6.5 NO WARRANTIES, OR LIMITED WARRANTIES, FOR IADS (IADS) - If you received a new IAD from BW Communications Inc and it included a limited manufacturer's warranty at the time of receipt, you should refer to the warranty documentation provided with the IAD for information on the rights, disclaimers, and limitations afforded to you as a purchaser of the IAD. If your IAD did not include a limited warranty at the time of receipt, you accept the IAD "as is" and understand that you are not entitled to a replacement or refund in the event of any defect or failure. BW Communications Inc makes no warranties (express or implied) of any kind for the IAD other than the warranties expressly set forth in the documentation provided with the IAD. BW Communications Inc specifically disclaims any warranty of merchantability, fitness of the IAD for a particular purpose, title or non-infringement, or any warranty arising by usage or trade, course of dealing, or course of performance or any warranty that the IAD or any hardware or software is "error free" or will meet your expectations or requirements. The foregoing will not be deemed to limit any disclaimer or limitation of warranty set forth in the documentation provided with the IAD.

6.6 CONTENT - You are responsible for any liability arising out of the content transmitted by or to you or your user* when using the Services. You must assure that your or your user's use of the Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use. BW Communications Inc reserves the right to terminate or suspend affected Services, and/or remove your content from the Services, if BW Communications Inc determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with BW Communications Inc's ability to provide Services to you or others, or receives notice that your use or content may violate any laws or regulations. BW Communications Inc's actions or inaction under this Section shall not constitute review or approval of your use of the Services or your content. You agree to indemnify and hold BW Communications Inc harmless against any and all liability arising from the content transmitted by or to you or your user while using the Services.

- A "USER" MEANS ANY PERSON, WHETHER AUTHORIZED OR UNAUTHORIZED, USING THE SERVICE AND/OR IAD PROVIDED TO THE BW Communications Inc CUSTOMER.

7. GOVERNING LAW / RESOLUTION OF DISPUTES / ASSIGNMENT

7.1 GOVERNING LAW - The Agreement and the relationship between you and BW Communications Inc shall be governed by the laws of the State of Michigan, with venue in state or federal courts having jurisdiction in Ottawa County, Michigan, without regard to conflict of law provisions. You further agree to submit to the personal jurisdiction of such courts and hereby waive any objection as to venue. BW Communications Inc's failure to exercise any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless

agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

7.2 TIME FOR BRINGING ACTION - You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or it shall be forever barred.

7.3 DISPUTE RESOLUTION - The parties agree to resolve any claims, disputes, or other matters in question arising out of this Agreement in the following order, with (A) being a condition precedent to (B), and (A) and (B) being a condition precedent to (C):

- (A) The president, or other duly authorized representative of each party shall meet together in good faith to attempt to resolve the conflict;
- (B) If the foregoing meeting between principals is unsuccessful in any fashion at fully resolving any claim, dispute, or other matter in question, all claims, disputes, and other matters in question between the parties arising out of or relating to these provisions or breach thereof shall first be submitted for non-binding mediation to a mutually agreeable mediator. If the parties are unable to agree on a mediator, then mediation shall occur through the American Arbitration Association, and the parties hereto agree to fully cooperate and participate in good faith to resolve the disputes. The cost of mediation shall be shared equally by the parties hereto. Such mediation may occur through video link or, if in person, in Ottawa County, Michigan;
- (C) If the foregoing meeting between principals and mediation are unsuccessful in any fashion, the parties shall resolve their disputes through binding arbitration which either party may commence through a mutually agreeable single arbitrator or, if there is no agreement as to an arbitrator, using one arbitrator in an arbitration administered by the American Arbitration Association using the Commercial Arbitration Rules in effect at the time of arbitration. Venue for such arbitration shall be in Ottawa County, Michigan, and you waive any objection to that location. The hearing shall be conducted pursuant to the normal rules of evidence applicable to such a matter in the Michigan courts. The decision rendered by the arbitrator shall be final and binding upon the parties, except that any party may make one request for reconsideration by the arbitrator, provided that such request is made in writing within fourteen (14) days of issuance of the decision or reconsideration having been directed by a court having jurisdiction. Any court having jurisdiction, including a circuit court of the State of Michigan, may enter judgment, including but not limited to an award of damages, on the arbitration award. The arbitrator may not amend, modify, or substitute any of the terms of the Agreement and his/her jurisdiction is thereby limited. The arbitrator may not award class or collective relief. BW Communications Inc shall be entitled to recover its reasonable attorneys' fees and costs if it successfully defends against or prosecutes any such claims in arbitration.

7.4 WAIVER OF TRIAL BY JURY - Both parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding, or counterclaim based on this agreement or the BW Communications Inc service(s), or any course of conduct, course of dealing, statements (verbal or written), or action of any party hereto. This provision is a material inducement for BW Communications Inc and the customer entering into the subject transaction. You understand that this section 7.4 constitutes a waiver of any right to a trial by jury.

7.5 ENTIRE AGREEMENT - This Agreement, any Rate Schedule, and applicable Services Quote paperwork signed by the Parties constitute the entire agreement between the Parties and govern your use of the Service and/or IAD. This entire agreement supersedes any prior agreements between the Parties and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon BW Communications Inc unless and until posted in accordance with Section 3 hereof.

7.6 SEVERABILITY - If any part of this Agreement is ever legally declared invalid, all other parts of this Agreement remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7.7 ASSIGNMENT - This Agreement is personal to the Parties and may not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; except that BW Communications Inc may assign this Agreement without consent to any affiliated entity or to any successor in interest whether by merger, reorganization, transfer of all or substantially all of its assets, or otherwise. Except as provided herein, any assignment in contravention of the above shall be void and ineffective.

8. NO THIRD-PARTY BENEFICIARIES - Nothing in the Agreement or these Terms and Conditions shall create a contractual relationship with, or cause of action in favor of, any third party against BW Communications Inc.

9. PRIVACY - BW Communications Inc Service utilizes the public Internet and various third-party networks to transmit voice communications. BW Communications Inc is not liable for any invasion of privacy experienced by Customer with regard to the Service.

10. ACCEPTANCE OF DIGITAL SIGNATURES

BY SIGNING THE BW COMMUNICATIONS INC SERVICES QUOTE, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS TERMS & CONDITIONS DOCUMENT. I UNDERSTAND THAT MY DIGITAL OR WRITTEN SIGNATURE ON THE BW COMMUNICATIONS INC SERVICES QUOTE SERVES AS MY ACCEPTANCE OF THE BW COMMUNICATIONS INC TERMS AND CONDITIONS AS OUTLINED IN THIS DOCUMENT, SUBJECT TO FUTURE MODIFICATIONS WHICH WILL BE AVAILABLE AT bwcommunications.com/TermsOfService.pdf.