

Updated 7-25-2018 (version 2.18)

1.0 Service Description

Integrated Voice & Data T-1, Fiber, Wireless, or Wireless WAN is a service to which Customer subscribes for its telephone services with CCT Telecommunications. The Customer receives and CCT supplies dial tone, local, local toll, long distance calling service, and Internet access over CCT's digital facilities. All usage is provided at CCT's Integrated Voice and Data T-1 rates as published herein or Wireless and Wireless WAN as listed on the Customer Agreement. Customer understands that Customer must maintain a minimum of voice channels and Internet access per digital facility or Wireless Speed based on the Customer Agreement and is responsible for any overages. Customer also understands that if CCT is not the voice and data equipment vendor, Customer's voice and/or data equipment vendor will be involved in the cutover of services and that vendor may bill Customer directly for work performed.

2.0 Caller ID

Customer must make a selection for Caller ID Blocking (if no selection is made, Selective Blocking will be activated) on the Customer Service Agreement and the following rules apply: (a) the blocking option selected will apply to all outbound calls, (b) different options for individual phone lines are not allowed, (c) the services are being offered free of charge, however, a service charge of \$50.00 will be imposed for each change, after the Customer's first free change, to Customer's blocking option, (d) blocking transmission of Customer's telephone number for calls to 911, toll free, and 900 services is not allowed regardless of the option selected. In addition, a service charge of \$50.00 will be imposed for each change to the outpulsed business name.

3.0 Ownership of Equipment

CCT is and shall remain the owner of all equipment provided by CCT for use by Customer under the terms and conditions of this Agreement throughout the term of this Agreement and following its termination.

4.0 Delivery and Installation

CCT shall deliver and install the equipment at the premises as set forth in this Agreement. In the event that Customer requests or otherwise causes a greater than two-week delay in the installation of equipment or commencement of service once the CCT digital facilities have been delivered, Customer shall be responsible for the agreed upon monthly charges described in this Agreement, to cover the monthly recurring costs incurred by CCT as a result of such delay. Should Customer require an unusual concealment of wiring which has been (or is planned to be) installed according to usual telephone company specifications, Customer will pay for such additional telephone conduit and raceway as may be required. Should it be determined that any additional construction costs are required beyond the scope of the contract, these additional costs will be the responsibility of the customer. Customer will be notified at the time of discovery of these charges and will have the option to cancel the service or accept the additional charges. Notice of acceptance or denial of additional charges must be provided in writing. Should customer not respond in a timely manner, the order will be cancelled.

5.0 Routine Maintenance / Disclaimer of Warranty

In lieu of any form of warranty, express or implied, CCT shall supply routine maintenance and service of its equipment supplied to Customer without additional charges. This obligation shall not extend to any Customer-owned or landlord-owned wiring. Customer is responsible for payment for any services performed outside of routine maintenance and understands that these services will be subject to current time and material charges.

SUBJECT TO THE FOREGOING MAINTENANCE OBLIGATIONS, CCT IS PROVIDING ALL EQUIPMENT AND SERVICE UNDER THIS AGREEMENT ON AN AS IS BASIS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.0 Alarm Line

CCT requires Customer to order an analog line to connect to its burglar, fire, or other alarm systems. An analog line allows Customer's alarm to be directly connected to the LEC's central office, and provides additional security to Customer in the event of a power outage. Should customer not agree to this practice then customer assumes all responsibility if alarm does not function correctly.

7.0 Customer's Obligations

Service is provided for the sole use of Customer and persons authorized by Customer to use the service. Customer assumes responsibility for the security of all assigned access numbers and authorization codes, and for maintaining the security of the CCT-owned equipment and all services furnished to Customer that afford remote access, dialing, call completion, and similar capabilities, including, but not limited to, CCT voicemail, Constant Touch, travel/calling cards, and Centrex-type services. Customer shall be liable for all misdialed and fraudulent use of toll and other services furnished by CCT or interconnected carriers, including without limitation, fraudulent use of such services by unknown third parties. Lost or stolen travel/calling cards must be reported immediately. CCT reserves the right to change access and authorization codes upon notice to Customer.

The voicemail system provided by CCT may include a feature that allows individuals who are connected to a voicemail box to dial a specific key or combination of keys (such as "9" or "88") in order to make outgoing calls from the voicemail system. The voicemail system may also include a feature that allows individuals to change their operator transfer configurations. These features, if accessed by unauthorized users, can be used to make fraudulent calls. CCT recommends that Customer disable all voicemail outdial features in order to avoid the liability associated with fraudulent calls. CCT also recommends that changes to the operator transfer feature be authorized by Customer, but activated by CCT personnel only. Customer will be responsible for all charges for misdialed, fraudulent, and other calls made through the use of the outdial and/or the operator transfer features of the voicemail system furnished by CCT, including charges for domestic and international long distance and calls to pay-per-call services made by unknown third parties through fraudulent use of these features.

If required for the provision of services, Customer shall provide any equipment space, supporting structure, conduit, and electrical power without charge to CCT. Customer shall ensure that its terminal equipment is properly interfaced with CCT's facilities or services, that the signals emitted into CCT's

facilities are of the proper mode, bandwidth, power and signal level for the intended use of Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations.

Customer's use of Internet access service shall at all times comply with CCT's then current Acceptable Use Policy, as amended by CCT from time-to-time and which is available on CCT's website. Customer understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to you or others. Customer accesses such materials at their own risk. CCT has no control over and accepts no responsibility whatsoever for such materials. In addition, CCT cannot guarantee or warrant that files available for downloading through the Internet will be free from infection or viruses, worms, Trojan horses or other code that may contaminate Customer property and potentially contribute to loss of data profits. In addition, CCT is not responsible for any breach in security, whether by individuals who illegally gain access to the Customer's network or otherwise.

8.0 Risk of Loss

CCT, as owner of the equipment, will insure its equipment against loss caused by fire, flood, earthquake, or other major casualty not caused by the negligence of Customer or third parties. Customer shall be responsible for and shall reimburse CCT the cost of all missing or damaged equipment caused by Customer's negligence or the negligence of others coming onto Customer's premises.

9.0 Billing and Payment

Customer is responsible for payment of all charges for services furnished by CCT at the rates specified or referenced in the Agreement, plus all applicable federal, state, and local sales, use, and excise taxes, and other assessments imposed by government agencies in connection with CCT's provision of services to Customer. EUCL, LNP, and Regulatory Recovery charges also apply, as specified by CCT from time to time in its sole discretion and published in CCT's on-line Service Guide.

CCT shall bill Customer monthly for services, with recurring charges being billed in advance and any usage charges being billed in arrears. At CCT's option, payment of nonrecurring service establishment, installation, special construction, and similar charges may be required in advance. If Customer's payment of all charges billed is not received in full by CCT within fifteen (15) calendar days of the date the bill is mailed ("due date"), Customer's payment may be deemed delinquent, at CCT's sole discretion, and Customer shall thereafter be liable for a late payment fee for all unpaid amounts, assessed at the rate of one and one-half percent (1.5%) per month.

10.0 Discontinuation or Suspension of Service

10.1 Non-Payment

In the event Customer's bill is delinquent, CCT will provide Customer seven (7) days advanced notice of discontinuance before initiating disconnection procedures. Service may be discontinued during business hours and on business days on or after the date specified in the notice of discontinuance. Upon Customer's payment of all outstanding charges, CCT shall release any such restriction; however, CCT shall not be obligated to re-institute any service unless Customer has cured all breaches and furnished CCT with assurance of timely payment of future charges.

In the event Customer violates any of these terms and conditions or provisions of the Agreement, CCT may after seven (7) days advance written notice to Customer, immediately restrict, suspend, or discontinue the provision of service, without incurring liability of any nature to Customer (see below for exceptions). Such notice shall be deemed effective upon mailing to Customer's last known address.

Notwithstanding the foregoing, CCT may, without notice, immediately restrict, suspend, or discontinue the provision of service, without incurring liability of any nature to Customer in the event that any act or omission to act on the part of Customer poses any actual or threatened interference with CCT's provision of service to other persons. Additionally, Service may be interrupted by CCT by blocking traffic to certain areas or by blocking calls using certain authorization codes, without notice to Customer and without liability on CCT's part whenever it is necessary to do so in order to prevent fraudulent or other unlawful use of service by third parties. In such event, CCT shall restore services as soon as service can be provided without undue risk.

Failure of Customer to perform any obligation hereunder shall constitute an event of Default which shall entitle CCT, in addition to all other remedies available at law or in equity, to immediately terminate all service of any kind hereunder, except that in the event of late payment, termination of service will be subject to the terms set forth herein, and to remove its equipment from Customer's premises. In the event of litigation, the prevailing party shall be entitled to recover attorney's fees.

11.0 Disputed Charges

Unless Customer provides CCT with written notice of disputed charges within twenty-two (22) days after the invoice date of the bill in which such charges originally appear, such bill shall be paid in full by Customer. Customer shall not be required to remit payment for the disputed amount during the pendency of the dispute. However, the undisputed portion of the bill must be paid within fifteen (15) days of the due date or the Customer's service may be subject to disconnection. If after investigation the dispute is unresolved and the disputed portion of the bill is not paid within fifteen (15) days of the due date, CCT will notify Customer in writing that in lieu of paying the disputed bill, Customer may deposit within seven (7) days with the California Public Utilities Commission, State Building, Los Angeles, CA 90012 or California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102 the amount claimed by CCT to be due.

12.0 Cancellation of Service Prior to Installation

In the event Customer cancels service prior to installation, then Customer is liable for a one time, non-recurring charge of \$1,000.00 per CCT digital facility, to cover costs incurred by CCT in the order entry and provisioning process. The exception to this is fiber optic service. If fiber optic service cancelled prior to install, normal ETF's per section 13.0, will apply.

13.0 Early Termination of Service

Service furnished by CCT shall be provided for the term specified in this Agreement at the time the service is ordered. Such term shall commence on the service activation date. If, prior to the expiration of the term, Customer wishes to terminate its service in its entirety, Customer shall notify CCT in writing 30 days prior to early termination and shall be liable for an Early Termination Charge as set forth below:

25% of the average of the previous three months' actual usage multiplied by the number of months remaining in the term of the Agreement.

100% of the Customer's current monthly charges multiplied by the number of months remaining in the term of the Agreement (including applicable taxes, fees and surcharges).

100% of any non-recurring charges that were previously waived or reduced.

14.0 Service Term

This Agreement is binding and effective upon signature by Customer and shall continue in effect so long as Customer continues to receive service from CCT. The service term commences upon activation of Customer's service. The service term shall continue in effect for the specified initial term and shall renew automatically for successive one-year service terms at the end of the initial and each subsequent service term unless either Party gives notice to the other at least ninety (90) days prior to the expiration of the then-current service term of its intent not to renew the service term. In the event that Customer notifies CCT of its intent not to renew the service term but desires to continue to receive the service following the expiration of the term, CCT will provide continued service to Customer on a month-to-month basis at CCT's then current month-to-month retail rates.

15.0 Taxes and Surcharges

Taxes, fees, and other similar charges that are assessed by government agencies on Customer in connection with CCT's provision of service, plus the amount that the Company is permitted by the Federal Communications Commission ("FCC") to bill to the Customer to cover federal Universal Service Fund contributions and other assessments imposed by the FCC in connection with the Company's provision of the services are exclusive from the rates indicated in this Agreement, and shall be passed on to Customer.

16.0 Limitation of CCT's Liability

THE LIABILITY OF CCT AND ITS EMPLOYEES AND AGENTS TO CUSTOMER FOR ANY LOSS, INJURY TO PERSON OR PROPERTY, LIABILITY, DAMAGE, OR OTHER HARM OF ANY NATURE THAT IS DUE TO ANY OUTAGE, FAILURE, INADEQUACY, MISTAKE, OMISSION, INTERRUPTION, DELAY, LACK OF SUITABILITY FOR CUSTOMER'S PURPOSES, OR OTHER DEFECT IN CCT'S PROVISION OF SERVICES OR FACILITIES OR TRANSMISSIONS OR ATTEMPTED TRANSMISSIONS OVER SUCH SERVICES OR FACILITIES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGES FOR THE PERIOD DURING WHICH SUCH OUTAGE, FAILURE, INADEQUACY, MISTAKE, OMISSION, INTERRUPTION, DELAY, OR OTHER DEFECT OCCURRED, IRRESPECTIVE OF WHETHER SUCH LIABILITY IS DUE TO BREACH OF CONTRACT, ACTIVE OR PASSIVE NEGLIGENCE, OR ANY OTHER ACT OR FAILURE TO ACT BY CCT OR ITS EMPLOYEES OR AGENTS.

IF SUCH ERROR OR OMISSION IS CAUSED BY THE GROSS NEGLIGENCE OF CCT, LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGES FOR THE SERVICE FOR THAT PERIOD, AND PROVIDED THAT NOTHING HEREIN SHALL LIMIT OR BE CONSTRUED AS LIMITING ANY LIABILITY EITHER ARISING OUT OF CCT'S WILLFUL MISCONDUCT, FRAUDULENT MISCONDUCT OR VIOLATIONS OF LAW OR TO THE EXTENT, BUT ONLY TO THE EXTENT, SUCH LIABILITY IS UNLAWFUL OR OTHERWISE UNENFORCEABLE AS CONTRARY TO PUBLIC POLICY.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL CCT OR ITS EMPLOYEES OR AGENTS BE LIABLE FOR ANY OUTAGE, FAILURE, INADEQUACY, MISTAKE, OMISSION, INTERRUPTION, DELAY, OR OTHER DEFECT CAUSED BY CUSTOMER OR BY FACILITIES, SERVICES, OR EQUIPMENT PROVIDED BY CUSTOMER, OTHER COMMUNICATIONS CARRIERS, OR ANY OTHER THIRD PARTY.

CUSTOMER SHALL INDEMNIFY CCT AND ITS EMPLOYEES AND AGENTS AGAINST, AND HOLD CCT AND ITS EMPLOYEES AND AGENTS HARMLESS FROM, ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT.

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL CCT OR ITS EMPLOYEES OR AGENTS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS.

The foregoing limitations of liability and indemnification provisions of the Agreement shall survive any cancellation or other termination of the Agreement.

17.0 Force Majeure

CCT's performance of any obligation hereunder, shall be excused to the extent such performance is prevented or delayed by an act of, God, war, riot, fire, explosion, accident, government laws, or any other cause beyond the reasonable control of CCT

18.0 Tariffs and Modification by Regulatory Authorities

Any service that is the subject of a tariff filed with a state or federal regulatory agency having jurisdiction over the service shall be subject to the tariff so long as it is in effect, provided that, such tariff shall govern the provision of such service and supersede any conflicting provisions set forth in this Agreement only to the extent required by law. CCT reserves the right to change, at its sole discretion, its tariff, or other price lists, and its prices, terms, and conditions at any time.

This Agreement shall at all times be subject to modification to incorporate any changes, revisions, or modifications the Federal Communications Commission, applicable Public Utilities Commission, or other applicable regulatory body may, from time to time, direct in the exercise of its jurisdiction, or to pass on to Customer any charges or fees that either Commission or other regulatory body imposes on CCT, or authorizes other carriers to charge CCT, for services being provided by CCT to Customer. In the event that actions of either Commission result in a material modification to this Agreement at any time, any adversely affected party may terminate this Agreement, without liability, upon 30 days notice to the other given no later than 60 days after the date such modification is required. All changes will be communicated via written notice prior to implementation.

19.0 Assignment

This Agreement may not be assigned except with the express written consent of CCT, which may be granted or withheld at CCT's sole discretion.

20.0 Governing Law

This Agreement, the Commercial Service Agreement, Selection of Local Service Provider and Letter of Agency, all attached Exhibits, CCT's effective price lists and terms and conditions for interstate and international telecommunications services as may be modified and published by CCT from time to time,

and all applicable tariffs constitute the entire Agreement between Customer and CCT concerning the subject matter hereof and supersede any prior agreements, understandings, representations, or proposals. This Agreement may not be amended in any way except by writing executed by both parties or as explicitly provided herein.

21.0 Entire Agreement

This Agreement, the Commercial Service Agreement, Selection of Local Service Provider and Letter of Agency, all attached Exhibits, CCT's effective price lists and terms and conditions for interstate and international telecommunications services as may be modified and published by CCT from time to time, and all applicable tariffs constitute the entire Agreement between Customer and CCT concerning the subject matter hereof and supersede any prior agreements, understandings, representations, or proposals. This Agreement may not be amended in any way except by writing executed by both parties or as explicitly provided herein.

In consideration of the mutual agreements contained herein, CCT Telecommunications (CCT) agrees to install on the premises of the Customer Integrated Voice & Data T1 service. Customer understands and agrees that all equipment supplied or provided by CCT hereunder remains the property of CCT. Customer does not own such property and is only entitled to the use thereof during the term of this Agreement and only so long as Customer is not in default. As used herein, the term "Agreement" includes the Voice&Data Agreement, including all other attachments, or provisions incorporated in the complete contract package. Customer has caused this Agreement to be executed by their duly authorized representative on the date indicated on the Voice&Data Agreement.