

Service Terms and Conditions

In this document, the term “Service Provider” refers to Appia Communications, Inc. or BroadRiver Communication Corporation.

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911 Services

Customer is responsible for entering and maintaining correct 911 information. Service Provider provides an interface at 911.Service Providerservices.com for this purpose.

Service Provider provides 911 services only in certain locations. Service Provider is required by federal law to suspend Services to a device if it is physically located at an address where Service Provider cannot provide 911 services.

The street addresses provided by Customer are the registered locations and are the addresses that will be reported to the 911 system. They are also the addresses to which the 911 system will send emergency help unless callers request that the answering 911 operator send help to another location.

Customer understands that Service Provider 911 services are limited by comparison with traditional 911 telephone services. Such limitations include but are not limited to connection failures, degradation of bandwidth, denial of service attacks, worms, hackers, viruses, and any other known or unknown conditions that interfere with the speed or capacity of the Internet or Internet service, loss of electrical power at the registered location, delays that may occur in making a registered location available in the 911 database, or if Customer devices are damaged or defective.

Customer will be subject to a charge of up to \$250 per event if Customer makes calls to 911 from any phone, phone switch, gateway, or other device that is not registered with Service Provider. Customer will also be subject to a charge of up to \$250 per event if Customer makes 911 calls after changing Customer's telephone numbers to a telephone numbers not registered on a phone, phone switch, or gateway connected to Service Provider.

Call Center Applications

Call center applications including, but not limited to auto-dialers and any use not consistent with normal business voice services are prohibited. A charge of \$.10 per call will be applied at Service Provider's reasonable discretion if a volume of calls does not meet the following:

- Answer/seizure ratio of 50 percent or higher
- Call duration of 30 seconds or longer
- More than one call per minute over a sustained period of time from a single telephone number.

Call Monitoring

Service Provider monitors phone calls to enable trouble-shooting in the event issues arise. This monitoring includes the recording of phone calls. Recordings are kept for a very limited period of time and then are destroyed. Also, recordings may be accessed by our staff only with Customer's permission and staff with access to recordings have signed an agreement that outlines what they are and are not able to do with recordings.

Customer may request that Service Provider not make recordings. However, Customer needs to understand that recordings are often essential to trouble-shooting.

Cellular Services

Service Provision

The quality and availability of the Services may be affected by factors outside of Service Provider's control, including, without limitation, local physical obstructions, atmospheric conditions, other causes of radio interference, features or functionality of Customer device, the number of people trying to use the network at the same time, and faults in other networks to which the network is connected. The quality of Services may not be at their best inside buildings or below ground. Coverage maps are the suppliers' best estimates, but are not a guarantee of coverage.

Roaming

Customer may find that Customer's device will switch to a domestic roaming partner in certain areas while travelling; this is normal behavior for all networks as no single network covers all of the United States. If Customer finds that Customer is constantly roaming onto other networks in Customer home location due to poor signal strength, Customer should contact Service Provider support.

Mobile Internet, Content Downloads, and Applications

Service Provider is not liable for any content on third-party website. Service Provider may provide mobile content for download through its own mobile website. This content may consist of news, ringtones, full music tracks, video and games and will be provided by third-party content providers who will have obtained the necessary contractual licensing agreements required to sell or promote such content. Service Provider will not be held liable for any content sold or promoted on the Services, obtained by these third-party content providers. Not all applications will be compatible with Customer's device, and it is Customer's responsibility to adhere to any further terms and conditions outlined by each individual application provider, which may also require the disclosure of personal information. For the avoidance of doubt, Service Provider will not be held liable for the performance of or impact on other services by any third-party applications. Service Provider also recommends that Customer back up any photographs or downloaded content using other means, as some content may expire or can be deleted or lost. Service Provider will not be held liable for the loss of any mobile content.

Number Porting and Exporting

Customer may be able to keep an existing mobile phone number when Customer signs up for the Services. However, Service Provider does not accept any liability for Customer's existing service provider's services or charges. If Customer decides to terminate the Services and move to another provider, Customer may take Customer's mobile phone number with Customer as long as all outstanding charges have been settled in full. If Customer has an existing device from another provider, Customer may not be able to use it, but Service Provider has a wide range of devices Customer can choose from Customer's device will only work with the Services. If Customer decides to leave, Customer may be able to port Customer's number to another service provider. This will be subject to Customer's new service provider's terms and conditions, and Service Provider will not be held liable in the event Customer's number cannot be transferred.

Location-Based Services

Once activated, Customer's device will automatically communicate with our network and provide us with information based on Customer's location. Circumstances beyond our control (including, without limitation, geographic, atmospheric, network roaming or other circumstances) could affect the accuracy of location-based services. Service Provider cannot guarantee that location-based services will be available at any specific time or geographic location. Location-based services will not operate if Customer's device is switched off. By using location-based services, Customer agrees to allow Service Provider to monitor and track the location of Customer's device. Service Provider may be required by law to disclose information about the location of Customer's device. Customer also agrees to allow Service Provider to provide third

parties with information on the location of Customer's device for the ability to deliver location-based advertising, content, and promotional information related to Customer's geographical location.

Unsolicited Messages

While Service Provider will not share Customer's personal details with any companies not associated with the delivery of the Services to Customer, Service Provider does not guarantee that Customer will not receive spam or other unsolicited messages, and Customer agrees that Service Provider is not liable for such messages. If Customer is subject to threatening, menacing, derogatory or any other kind of harmful messages, Customer should contact Service Provider and Service Provider may, if required, change Customer's mobile phone number.

Lost or Stolen Devices

If Customer loses a device or if it has been stolen, Customer should contact Service Provider immediately. Service Provider will temporarily block Customer's Services and re-activate Customer's Services if Customer find Customer's device to avoid any unauthorized use. Any products, bundles, or services that have been pre-paid will not be affected by this process and will expire according to Customer's normal billing process. In the event Customer's device was stolen and cannot be recovered, Service Provider can help Customer select a new device, which will be payable by Customer in full and can be setup with Customer's existing phone number and Services. In order to avoid any reconnection charges, Customer must select and activate Customer's new device within ten days from the date Customer first notified Service Provider of the theft of Customer's existing device. Customer accepts liability for any and all usage charges made until the time Service Provider blocks Customer's service.

Customer Data

Service Provider will take commercially reasonable steps to secure Customer's data and will not use, disclose or otherwise make public, internally or externally, any data Customer provides Service Provider, whether in writing or virtually, without Customer's prior written approval or the lawful order of a court.

Customer Network and Premises

Unless otherwise specifically provided, Customer is responsible for protecting Customer's network and equipment from hackers, worms, viruses and other traffic from the Internet, and agrees that Service Provider is not liable, at law or in equity, for any damage of any kind that Customer may sustain as a result of security breaches.

Service Provider is not responsible for equipment or infrastructure beyond the demarcation point located at the Customer premises or equipment, infrastructure, or services provided by third parties, including but not limited to analog modems, fax machines, and other communications devices, alarm circuits, PBXs or key systems voicemail systems, firewalls, databases, or software of any kind. Customer agrees to arrange, at Customer's expense, for any extension of the existing demarcation point within Customer's facilities, should such extension be required for delivery of the Services.

Customer is responsible for providing power at Customer's premises. Customer further agrees to provide UPS to all equipment used to deliver Services, and to ensure that Customer's facilities are properly grounded.

Customer agrees to provide Service Provider or its providers reasonable access to its premises to address issues related to the Services. If Customer does not provide such access, Service Provider may suspend the Services until such time access is made available.

Fair Use

Service Provider offers certain services on an unlimited basis. Unlimited services are intended for traditional business use, specifically, live person to person calls. Service Provider reserves the right to deny or terminate services or to apply additional charges where usage, in Service Provider's reasonable determination, is inconsistent with individual business use or otherwise indicates possible resale, abuse or automated use of unlimited plans.

Faxing

It is well known in the industry that faxing over IP is subject to such issues as transmission failures. For this reason, Service Provider offers services (Afax and MasterFax) that minimize these issues.

In the event that Customer chooses to use a method for faxing other than what Service Provider recommends, Customer acknowledges and agrees that faxing is a best-effort service; that Service Provider will not troubleshoot failed faxes or interoperability issues, and that Service Provider is not responsible for any faxing issues Customer may experience.

Fraud and Calling Rates

Customer is responsible for selecting, implementing, and maintaining security features for protection against unauthorized calling, and Service Provider has no liability therefore. Customer is also responsible for paying of long distance, toll-free, and other charges incurred through the use of the Services.

Customer will defend, indemnify and hold harmless Service Provider from all claims and losses arising from fraudulent calls of any nature carried by means of the Services. Customer will not be excused under any circumstance from paying Service Provider for Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. In the event Service Provider discovers fraudulent calls being made, nothing contained herein will prohibit Service Provider from taking immediate action that is reasonably necessary to prevent such calls from taking place.

By default, Service Provider does not permit calling to certain destinations. Customer may request that this restriction be removed, in whole or in part, at any time by executing a waiver and/or paying a deposit. Notwithstanding the foregoing, it is understood that Service Provider is under no obligation to investigate the authenticity of calls charged to Customer and will not be liable for any fraudulent calls processed by Service Provider and billed to Customer.

Our calling rates are divided into four tiers, as follows.

Tiers 0 and 1

Tier 0 includes the U.S., Canada, and many international destinations. Hosted PBX customers are charged \$.015 per minute for these destinations. These destinations are also included in SIP packages and unlimited calling plans. Exceptions are included in Tier 1. Calls to Tier 1 are allowed but are charged on a destination-specific basis.

- U.S. – certain destinations in Iowa and South Dakota
- Canada – Northwest Territories.

Other Tiers

- Tier 2 – International low-risk
- Tier 3 – International medium-risk*
- Tier 4 – International high-risk**

*Requires an Outbound Calling Waiver.

**Requires a waiver and a deposit.

For more information, rates, etc., please see <http://Service Providerservices.com/customers/callingrates/>

Service Level Agreement

Service Provider understands that communication and networking services are essential. Service Provider therefore offers the following Service Level Agreement (SLA).

Service interruptions may not exceed a total of one business hour per month. A “service interruption” means Customer’s inability to use the affected service as that service was provided by Service Provider prior to the interruption, during normal business hours.

In the event that total interruptions for Services do exceed one business hour, Service Provider will grant Customer a one-month credit against future Services for the affected Service. (Total interruptions equal the sum of all interruptions for the affected service during a given month.)

Moreover, if, within any 30-day period, (i) Services are down for more than twenty-four consecutive hours, or (ii) there are more than three outages of one hour or more, Customer will have the right to cancel without penalty or other charges beyond charges for Services already provided.

For the purposes of this SLA, business hours are the Customer’s normal, non-holiday hours, Monday through Friday, in Customer’s time zone.

SLA Limitations

Service interruptions that are beyond Service Provider’s reasonable control, including but not limited to interruptions caused by Customer, Customer’s agents, or Customer’s equipment, are not covered by this SLA. The cause of an interruption will be determined by Service Provider at its reasonable discretion.

Under no circumstances will Service Provider provide service credits for third-party software, mobile services, or other third-party service outages or other issues.

Service Provider files claims with vendors in the event of vendor service interruptions. Should Service Provider receive a credit, Service Provider will pass that credit along to Customer.

Routine events, such as maintenance and repairs, upgrades, and reconfigurations, may result in temporary impairment or interruption in the Services. Service Provider will use reasonable commercial efforts to schedule such events outside of normal business hours and to advise Customer in advance of such events. Customer will not be compensated under this SLA for such events.

To qualify for this credit, Customer must report the interruption by:

- Speaking with a technician or engineer at Service Provider’s NOC, or
- Notifying Service Provider’s NOC by email or the Customer Portal.

Reports of service interruptions by any other means will not be accepted for the purposes of this SLA.

Interruptions are calculated from the time Customer notifies Service Provider until the time service is restored.

Credit request must be made in writing within 30 days of the closing of the trouble ticket related to the incident.

Customer agrees that these remedies are Customer’s reasonable and exclusive remedies in the event of service interruptions. Service Provider is not responsible to Customer for any incidental or consequential damages that Customer may incur as a result of a service interruption, so long as such interruption is not due to Service Provider’s gross negligence or willful misconduct.

Issue Response Times

The response times shown below measure how long it takes Service Provider to respond to a support request raised via Service Provider’s support process.

Issue Severity	Response Time
Critical	15 minutes
High	30 minutes
Medium	4 hours
Low	1 business day

The severity levels shown in the tables above are defined as follows:

- Critical: Total outage with no service, incoming or outgoing.
- High: Significant degradation of service or call quality affecting multiple users.
- Medium: Problems affecting only a few users or specific functions.
- Low: Isolated issues, moves, adds, changes, or requests that are not urgent. Please note that the response time for moves, adds and changes is from the time Service Provider has all of the information required.

Customer shall advise Service Provider of the severity level when communication with Service Provider by email, voice, etc. Service Provider reserves the right to change severity levels.

Except as noted above for moves, adds and changes, response times are measured from the moment Customer contacts Service Provider with a support request and apply during standard, non-holiday working hours only.

SIP Services

Customer is responsible for setting up all of Customer’s equipment; for Customer’s internet connection, and for ensuring that Customer’s set-up:

- Is adequate to prevent fraud
- Includes changing settings on the Customer’s firewall if required
- Is kept current with Service Provider directions as to trunk routing.

Service Provider is responsible for ensuring that its equipment is able to send and receive calls to the Customer. As such, the demarcation point is the public side of Service Provider’s equipment.