



Abadata Connect, Inc.
567 Brunswick St.
Sebewaing, MI 48759

989-883-3411
989-883-9313

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Terms of Service

These Terms of Service constitute the agreement (“Agreement”) between Abadata Connect, Inc. (“we”, “Abadata Connect, Inc.”, “us”) and the user (“you,” “user”, “Customer” or “Subscriber”) of Abadata Connect, Inc. business services and any related products or services (“Service”).

This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router, or any other IP connection device (“Device” or “Equipment”), used in conjunction with the Service. If you purchased Equipment from a dealer, retail store or other provider other than Abadata Connect, Inc., you are a “Retail Customer” for purposes of this Agreement.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE AUTHORIZED TO DO SO BY THE COMPANY YOU ARE REPRESENTING AND THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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Terms of Service

These Terms and Conditions (hereinafter the “Service(s)”) shall govern all Service Quotes, Addendum(s) to Service Quotes and any other contracts or agreements entered into between Abadata Connect, Inc., and its Customers.

1. DEFINITIONS

Service(s) means provisioning of voice services, Internet access (including Shared Bandwidth and Dedicated lines), analog, digital, VoIP or other Domestic, International and toll-free termination and origination, conferencing, hosting, server collocation, software sales and all related customer support services.

1.1 “Hardware” means any equipment sold, leased, or rented as part of this quote provided by Abadata Connect, Inc. to Customer pursuant to this Agreement.



2. IT Disclaimer.

Supporting products and features such as Cloud PBX, remote IP phones, SIP Trunking, remote maintenance and Hardware updates involve access to the public internet. Customer understands and agrees that many of these services that utilize the public internet to operate can be negatively affected by your company internet or network issues and outages. These issues can affect certain aspects of system operation. Additionally – your new telephone system may utilize VoIP (Voice over Internet Protocol) and reside on your company computer network. You represent that your local area network (LAN) is capable of handling VoIP traffic and understand that Abadata Connect, Inc. is relying on this assertion in quoting your new system. If you are unsure if your LAN is capable of this, please check with your in-house or outsourced IT professional.

2.1 All phone system installations require cooperation from your in-house or outsourced IT professional. If you do not have an IT professional, we may be able to refer one to you. Abadata Connect, Inc. shall collaborate to the best of our ability with your IT department or professional to ensure that the correct router/firewall/switch configurations are implemented for your particular application.

2.2 Customer understands and agrees that some system features and connectivity such as Cloud PBX, SIP Trunks, IP Phones, and Remote Maintenance are dependent on your IT department making necessary changes to your company network router, firewall or switch. Any necessary changes to your company network by your IT department or professional shall be at customer expense. If these changes are not made correctly by your IT department – feature operation and functionality may be negatively affected.

2.3 Customer further understands and agrees that Abadata Connect, Inc., its officers, employees, designees, trainees, subcontractors, or any entity working in cooperation with Abadata Connect, Inc. (hereafter in this paragraph referred to Abadata Connect, Inc.) shall not be responsible for any customer related IT issues (i.e. incorrect router, firewall or switch configuration, insufficient POE budgeting, quality of service (QoS) and or loss of service or features that are the direct or indirect result of incorrect router/firewall/switch configurations beyond the control of Abadata Connect, Inc.. Additionally, if Abadata Connect, Inc. is requested by customer or their agent to correct network issues that are related to customer network, through either incorrect network configuration or the IT professional – customer understands and agrees that additional labor charges may apply.

2.4 Toll fraud: If customer has requested that Abadata Connect, Inc. enable international calling with their phone line carrier, customer agrees to hold Abadata Connect, Inc. harmless and without liability for any toll charges that are the result of unauthorized access and hacking.

3. Installation of hardware and software.

3.1 Installation Process. Abadata Connect, Inc. and or its agents may from time to time, supply Abadata Connect, Inc. hardware/Hardware to be installed within the customer premise as requested to deliver the service. Costs associated for the installation of services by Abadata Connect, Inc. and or its agents to be defined within the Services Quote or additional quotes or addendums agreed to by the parties. Customer may choose to self-install the Hardware, hardware and services at customer's own risk and expense. Abadata Connect, Inc. Technical and Trouble Support for customer self-installed services will be charged at the current Abadata Connect, Inc. Specialty rate for those services. Service Orders may set



forth specified dates (“Installation Date”). The Installation Date shall be the date confirmed in writing by Abadata Connect, Inc. Customer agrees to accept Services on the Installation Date. Customer acknowledges that actual installation dates may be subject to facilities availability and other factors beyond the control of Abadata Connect, Inc., and that Abadata Connect, Inc. shall not be held liable for changes in Installation Date due to factors beyond the control of Abadata Connect, Inc.

3.2 File Modification. As part of the installation process, system files on Customer's computer may be modified for applications such as Tenfold, ReachUC, Salesforce or other customer 3rd party provided software. Abadata Connect, Inc. does not represent, warrant nor covenant that such modifications will not disrupt the normal operations of Customer's computer environment. For these and other reasons, Abadata Connect, Inc. recommends, and Customer agrees, that Customer will back-up all files prior to any computer work performed by Abadata Connect, Inc.. The customer is 100% accountable for the customer's IT environment.

3.3 Above prior to installation of the Service. If Customer does not back-up all existing computer files, Customer understands and accepts the associated risks of not doing so. Abadata Connect, Inc. SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE RESULTING FROM THE ABOVE OR OTHER FILE MODIFICATIONS.

4. Licenses.

End User Licenses. Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any Hardware or plug-ins to such Hardware distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or is otherwise terminated.

4. PAYMENT

4.1 Fixed Monthly Service Fees. The cost for Services requiring a fixed monthly fee shall be as stated in the Service Quote and shall be payable monthly, in advance, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees (collectively, the “Fixed ServiceFee(s)”). The Fixed Service Fee for the first month of Service shall be due and payable prior to installation of Service and if commencement of Service occurs on other than the first calendar day of the month then the Fixed Service Fee will be prorated by the number of calendar days remaining in the month. Thereafter, the Fixed Service Fee is due and payable in advance on the due date of the invoice and shall be considered late if not received by Abadata Connect, Inc. by the designated date on the invoice.

4.2 Variable Monthly Usage Fees. The cost for Services based on the usage by Customer and other variable factors shall be computed at the rates stated in the Service Quote and shall be payable monthly, using a cut-off date selected by Abadata Connect, Inc., in arrears, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees (collectively, the “Usage Fee(s)”). The rates for voice services set forth in the Service Quote shall be valid for the initial term, provided however, all rates for international services are subject to change at any time by Abadata Connect, Inc. without prior written notice. Abadata Connect, Inc. may, at its discretion, choose to adjust the rates for voice services to include the cost, if any,



of tariffs, taxes or assessments as imposed upon Abadata Connect, Inc. by any governmental agency. All Usage Fees are due and payable on the first day of the month billed and shall be considered late if not received by Abadata Connect, Inc. by the designated date on the invoice.

4.3 Installation Charge and Security Deposit. Charges for any hardware, Hardware, installation, etc., shall be as stated in the Service Quote as a Non-Recurring Charges "NRC" and shall be due and payable upon ordering the service. An equipment deposit for Abadata Connect, Inc. equipment to be used as rental equipment within the Customer Premises shall be as stated in the Service Quote and shall be due prior to installation and shall be refunded to Customer upon termination of service, provided said Abadata Connect, Inc. Equipment is returned in good working and cosmetic condition.

4.4 Agreement to Pay. Monthly payments and any other amounts due to Abadata Connect, Inc. may be charged to Customer's Visa, MasterCard, American Express or other credit card, and/or electronically debited to Customer's bank account, at Customer's option. Customer agrees to pay all monthly Service Fees, Usage Fees, Installation Charges, NRC's and Equipment Deposits. Customer hereby authorizes Abadata Connect, Inc. to charge Customer's Visa, MasterCard or other credit card and/or to electronically debit Customer's bank account for all such fees, charges, taxes and payment transaction processing costs. Abadata Connect, Inc. reserves the right to change the acceptable forms of payment at its discretion.

4.5 Late Payments/Failure to Pay. If any payment due to Abadata Connect, Inc. is not received on due date of invoice, an administrative charge of 5% of the amount due may be assessed and the Service may be discontinued. Any checks returned for "insufficient funds" will be assessed a \$35.00 processing fee, and any overdue balances shall be subject to interest at the rate of eighteen (18%) percent per annum. If the Service is discontinued, Customer will be required to pay a reconnect fee of \$50.00 in addition to all past due amounts before the Service is reconnected. The administrative charge is intended to be a reasonable advance estimate of Abadata Connect, Inc.'s costs resulting from Customer's late payments and non-payments and is set in advance due to the difficulty inherent in determining the costs associated with any particular late payment or non-payment. Abadata Connect, Inc. does not anticipate that Customer will fail to make payments on a timely basis. Abadata Connect, Inc. does not extend credit to its customer, and the administrative charge is not interest, a credit service charge nor a finance charge. In the event Abadata Connect, Inc., at its sole discretion, elects to use the services of a third-party collection agency, the costs of such third-party collection agent shall be paid by the Customer. Any checks returned for "insufficient funds" will be assessed a \$35.00 processing fee. Customer also agrees to pay for any and all costs of collection, including costs and reasonable attorneys' fees incurred by Abadata Connect, Inc., before and including litigation.

4.7 Regulatory, Legal, and Supplier Changes. Abadata Connect, Inc. has the right to change its Service Fee at any time and upon 30 days advance notice unless otherwise stated in the Service Quote. Customer acknowledges that the service may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by Abadata Connect, Inc. or its suppliers and carriers. In the event of any conflict between any provision of the Agreement and any provision of such tariff, the provision of such tariff shall control. The Agreement and the services shall be subject to such modifications as may be required or



authorized by any regulatory agency in the exercise of its lawful jurisdiction. Any continued use of services 30 days after notice date shall be deemed acceptance of the new prices and terms.

4.8 Credit Inquiries. Customer authorizes Abadata Connect, Inc. to make inquiries and to receive information about Customer's credit experience from others, enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for reasonable business purposes. Abadata Connect, Inc. reserves the right, in its sole discretion, to refuse to provide Service based upon lack of creditworthiness, or in the alternative to require a security deposit that will be returned to Customer, without interest thereon, upon the expiration or termination of Services assuming all amounts due Abadata Connect, Inc. have been paid in full. Abadata Connect, Inc. shall have the right to offset against the security deposit, in part or in full, for any amounts due Abadata Connect, Inc.

4.9 Waiver or Discounting of Installation Fees or Porting Fees. Installation Fees and/or Porting Fees may be waived or discounted on individual purchase orders. The full amount of waived or discounted Installation Fees and/or Porting Fees will become immediately due and payable to Abadata Connect, Inc. in the even the customer cancels or decreases services purchased from Abadata Connect, Inc. prior to the end date of the service contract. Abadata Connect, Inc. reserves the sole discretion to exercise this provision.

5. CUSTOMER CONDUCT

5.1 Prohibited Uses. Customer shall not use the Service or the Abadata Connect, Inc. Equipment, directly or indirectly;

5.1.1 for any unlawful purposes; use of the Service for transmission or storage of any information, data or material in violation of any United States federal, state or local regulation or law is prohibited, such limitation shall include, without limitation, posting or disseminating content which is obscene, unlawful, threatening, defamatory, or infringes upon the intellectual property rights of any third party;

5.1.2 to post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law or regulation;

5.1.3 to access any other person's telephone, computer, Hardware or data without the knowledge and consent of such person;

5.1.4 to upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, Hardware or other material obtained through the Service which is protected by copyright or other proprietary rights without obtaining permission from the owner(s);

5.1.5 to maliciously and purposefully damage any equipment rented to customer by Abadata Connect, Inc.



5.1.6 to service, alter, modify or tamper with the Abadata Connect, Inc. Equipment or Service or permit any other person to do the same unless such person is authorized by Abadata Connect, Inc. to do so;

5.1.7 to resell the Service or otherwise charge others to use the Service; the Service is for personal use only and Customer agrees not to use the Service for operation as an telecom service provider or for any other business enterprise in competition with the Service;

5.1.8 to connect the SIP gateway to any computer outside of Customer's Premises;

5.1.9 to allow or provide access to adult content material to anyone under the age of 18 years.

5.1.10 Fair Usage Policy. Customer acknowledges that Abadata Connect, Inc. will invoice the Customer for all Services usage that is considered by Abadata Connect, Inc. to be excessive. Upon exceeding the fair usage limit, Abadata Connect, Inc. reserves the right to charge a rate established in the current catalog per minute for any overages. In the case of US only bundled trunking services, rates (outside the U.S. and Canada) are charged at the current international rates.

5.1.11 HIPPA. Customer acknowledges that certain functions of the system must be used in a specific way or configured specifically to support HIPPA regulations and customer is solely responsible. Customer holds Abadata Connect, Inc., officers, employees, and agents without liability.

Abadata Connect, Inc. reserves the right to change this fair usage policy at any time. Your continued use of your subscription after expiry of the 30-day period shall constitute your acceptance to be bound by the terms and conditions of the Abadata Connect, Inc. fair usage policy.

5.1.11 Call Flooding. To protect the integrity of its network, Abadata Connect, Inc. may in its reasonable discretion, and without liability for damages of any type to Customer, its affiliates, or End Users, temporarily block duplicate or repeated numbers dialed in succession, where Abadata Connect, Inc. considers the number of attempts to be potentially harmful to the network.

5.2 Termination. Abadata Connect, Inc. reserves the right to immediately terminate this Agreement and the Service if Customer engages in any of the activities listed in Section 5.1 above or if Customer uses the Service or Abadata Connect, Inc. Equipment contrary to this agreement. This Section 5.2 shall in no way limit Abadata Connect, Inc.'s rights of termination pursuant to Section 7.2 of this Agreement.

Customer agrees to indemnify, defend and hold harmless Abadata Connect, Inc. against all claims and expenses (including reasonable attorneys' fees) resulting from Customer's use of the Services, including, without limitation, the activities listed in Section 5.1 above, or from any other violation of Abadata Connect, Inc. policies by Customer. This provision shall survive the expiration or other termination of this Agreement.

6. Service Interruptions.



6.1 Prorated Credit. Except as otherwise required by law, Customer is entitled to a prorated credit upon request only in the event of a complete failure of the Service due to technical malfunction of the system or network operated by Abadata Connect, Inc. for a period of twenty-four (24) consecutive hours or more. To obtain a credit, Customer must request a credit in writing to Abadata Connect, Inc. within thirty (30) days of the failure. Credits shall be applied against future fees payable by Customer for the Service.

6.2 Force Majeure. Abadata Connect, Inc. shall have no liability, including as set forth in this Section, for interruption of the Service due to circumstances beyond Abadata Connect, Inc.'s control, including, without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbances, strike or weather.

6.3 Maintenance and Upgrade of Facilities and Services. Abadata Connect, Inc. shall maintain its facilities and equipment used to provide the Services at no additional charge to Customer. Abadata Connect, Inc. reserves the right to suspend service for scheduled maintenance or planned enhancements or upgrades to Abadata Connect, Inc.'s network without notice to Customer. These maintenance periods are identified as 12AM EST to 5AM EST Saturday and Sunday mornings. Any maintenance that may negatively impact the systems availability outside of these specified periods will be announced by noon on the previous business day.

7. AUTOMATIC RENEWAL AND TERMINATION

7.1 Termination by Customer. The Terms of this Agreement shall be as stated in the Services Quote beginning on the date of Installation and shall automatically renew for a period equal to the initial term on each anniversary unless written notice of cancellation is received by Abadata Connect, Inc. thirty (30) days prior to the end of each Term For all other Services billed by a Fixed Service Fee, Customer may only terminate prior to the end of the Term stated in the Services Quote by giving written notice to Abadata Connect, Inc. and by payment of a Fixed Service Fee Termination Amount equal to the number of months remaining in the Term times the amount of the monthly Fixed Service Fee ("Fixed Service Fee Termination Amount"). For Services billed pursuant to Usage Fees Customer may only terminate prior to the end of the Term stated in the Service Quote by giving written notice to Abadata Connect, Inc. and by payment of a Usage Fee Termination Amount equal to the number of months remaining in the Term times the average of the prior three (or if less than three months have elapsed, using the actual number of months elapsed) month's Usage Fees ("Usage Fee Termination Amount"). All such types of Termination Fees described herein shall collectively or individually be known as Termination Fee(s). ANY TERMINATION NOTICE RECEIVED BY Abadata Connect, Inc. WHICH IS NOT ACCOMPANIED BY THE APPLICABLE TERMINATION FEE AND RETURN OF ANY RENTAL HARDWARE TO THE Abadata Connect, Inc. OFFICES LOCATED AT 649 S Unionville RD; Sebawaing, MI 48759 WILL RESULT IN TERMINATION TO BE NULL AND VOID;

7.2 Termination by Abadata Connect, Inc.. Abadata Connect, Inc. may terminate this Agreement immediately should Customer violate any of the terms of this Agreement. Abadata Connect, Inc. may also terminate this Agreement for any other reason by providing Customer with written notice of such termination no later than thirty (30) days before the date of termination. In the event that Abadata Connect, Inc. terminates this Agreement for any reason other than Customer's violation of the provisions



of Section 5.1, Service Fees and other charges will continue to accrue through the date of termination, but all prepaid Service Fees and charges for cancelled Service will be refunded. If termination is due to violation of the provisions of Section 5.1, the termination amount will be equal to the number of months remaining in the Term times the amount of the monthly Fixed Service Fee;

7.3 Customer Obligations. Customer agrees that upon termination of this Agreement;

7.3.1 Customer will pay Abadata Connect, Inc. in full for Customer's use of the Service and Abadata Connect, Inc. Equipment up to the later of (i) the effective date of termination of this Agreement or (ii) the date on which the Service and the Abadata Connect, Inc. Equipment have been disconnected and returned to Abadata Connect, Inc. Customer agrees to pay Abadata Connect, Inc. on a prorated basis for any use by Customer of the Service or Abadata Connect, Inc. for a part of a month;

7.3.2 Customer will permit Abadata Connect, Inc., its employees, agents, contractors and representatives to access Customer's Premises during regular business hours to remove the Abadata Connect, Inc. owned equipment and other materials furnished by Abadata Connect, Inc.;

7.3.4 Customer will ensure the return of all Abadata Connect, Inc. rental equipment to Abadata Connect, Inc. If the Abadata Connect, Inc. rental equipment is not returned, Customer agrees to pay the Manufacturer's Suggest Retail Price (MSRP) prorated over a five-year term. In other words, if the current MSRP for a phone is \$200 and the customer fails to return this phone after one year of service rental, the customer will be billed \$180 for the phone. If the customer fails to return a phone after four years of service rental, the customer will be billed \$40 for the phone. Abadata Connect, Inc. shall have the right to charge such amounts to Customer's Visa, MasterCard, or other credit card, or to electronically debit Customer's bank account.

7.3.5 Customer, upon request by Abadata Connect, Inc. made not more frequently than monthly, shall provide information regarding the number of desktop and/or portable computers connected to the Abadata Connect, Inc. Service during any month.

7.4 Retention of Rights. Nothing contained in this Agreement shall be construed to limit Abadata Connect, Inc.'s rights and remedies available at law or in equity. Customer, upon request by Abadata Connect, Inc., shall provide information in a timely fashion regarding the brand/model of phone system(s), the number of desktop, portable or mobile devices and/or applications (apps) connected to the Abadata Connect, Inc. Service.

7.5 Guarantees, refunds, or warranties. There are no guarantees, refunds, or warranties expressed or implied. Customer reserves the right to terminate services per section 7 of this agreement if dissatisfied with services or hardware for any reason.

7.6 Survival. The terms set forth in Sections 2.3, and 2.4 shall survive the termination of this Agreement.

8. CONTENT



There may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals or which may not be in compliance with all local, state, or federal laws, regulations, and other rules. Abadata Connect, Inc. assumes no responsibility for the content contained on the Internet or otherwise available through the Service. All content accessed by the Customer through the Service is access and used by the Customer at Customer's own risk and Abadata Connect, Inc. and each of its representatives, affiliates, subcontractors, employees, and agents, shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to access to such content by the Customer or the Customer's employees, affiliates, agents, or representatives. Abadata Connect, Inc. specifically disclaims any responsibility for the accuracy, quality, and confidentiality of information obtained through the Service.

9. USERS

Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Service and/or Abadata Connect, Inc. Equipment through Customer's computer(s), phone systems, PBXs and other telecommunications equipment. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement whether such breach is the result of use of the Service and/or the Abadata Connect, Inc. Equipment by Customer or any other user of Customer's computer(s), phone systems, PBXs and other telecommunications equipment. Customer agrees to indemnify, defend and hold harmless Abadata Connect, Inc., its officers, employees, and agents against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Service and/or Abadata Connect, Inc. Equipment by any other user of Customer's computer(s), phone systems, PBXs and other telecommunications equipment.

10. LIABILITY

10.1 Exclusions. UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE PROHIBITED BY LAW, NEITHER ABADATA CONNECT, INC., IT'S OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, NOR ANY OWNER OR MANAGER OF THE BUILDING OR LAND IN WHICH CUSTOMER'S PREMISES IS LOCATED SHALL HAVE ANY LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR:

10.1.1 ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF EARNINGS OR LOSS OF BUSINESS OPPORTUNITIES, RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE USE OF THE SERVICE BY CUSTOMER OR ANY OTHER USE OF THE ABADATA CONNECT, INC. EQUIPMENT OR HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF CUSTOMER'S RELIANCE ON OR USE OF THE SERVICE OR ABADATA CONNECT, INC. EQUIPMENT OR HARDWARE, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE SERVICE OR ABADATA CONNECT, INC. EQUIPMENT OR HARDWARE; OR



10.1.2 ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE ABADATA CONNECT, INC. EQUIPMENT OR HARDWARE, OR SERVICE OR A THIRD PARTY INFRINGES UPON THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

10.2 Application. The liability limitations set forth in this Section 10 apply to the acts, omissions and negligence of Abadata Connect, Inc. (and its officers, directors, employees, agents, contractors and representatives) which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine. However, the liability limitations set forth in this Section 10 shall apply to liability for personal injury or death only to the extent applicable law does not prohibit such limitation.

10.3 No Third Parties. No third party owner or manager of Customer's building or land is a party to this Agreement. Thus, no such owner or manager shall be responsible for, nor shall be liable for, the quality of the Service or Abadata Connect, Inc. Equipment.

10.4 Sole Remedies. Customer's sole and exclusive remedies under this Agreement are as set forth in this Agreement.

11. E911

The Federal Communications Commission ("FCC") requires that Abadata Connect, Inc. provide E911 Service to all customers who use Abadata Connect, Inc. Services within the United States.

11.1 CUSTOMER ACKNOWLEDGES THAT ABADATA CONNECT, INC.'s EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL LAND LINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 10 AND CUSTOMER HEREBY AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT ABADATA CONNECT, INC. HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH ABADATA CONNECT, INC. E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. ABADATA CONNECT, INC. ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

11.2 CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.

11.3 CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION PROPERLY IF THERE IS AN INTERRUPTION OR A LACK OF BANDWIDTH OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.



11.4 CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUT DIALING SYSTEMS INCLUDING HOME OR BUSINESS SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, SURVEILLANCE CAMERAS AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST ABADATA CONNECT, INC. FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.

11.5 ABADATA CONNECT, INC. E911 SERVICE IS A MANDATORY COMPONENT OF ALL INBOUND/OUTBOUND FAX AND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON INTERNATIONAL NUMBERS, TOLL FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. CUSTOMERS WHO SUBSCRIBE TO ABADATA CONNECT, INC. E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (ATA or IP PHONE) WITH ABADATA CONNECT, INC., EITHER ON THE ABADATA CONNECT, INC. USER PORTAL, INITIAL ORDER FORMS OR BY CALLING CUSTOMER SERVICE, AND AGREE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. CUSTOMER ACKNOWLEDGES THAT ABADATA CONNECT, INC. 's ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY ABADATA CONNECT, INC. WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO ABADATA CONNECT, INC. BY CUSTOMER.

11.6 CUSTOMER ALSO ACKNOWLEDGES THAT ABADATA CONNECT, INC. E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE ABADATA CONNECT, INC.'s E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. BECAUSE EACH CUSTOMER'S CIRCUMSTANCES MAY VARY WIDELY, CUSTOMERS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON ABADATA CONNECT, INC. E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO

EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH ABADATA CONNECT, INC. E911 SERVICE FROM TRADITIONAL,

LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

** ABADATA CONNECT, INC. E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S ATA or IP PHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S ABADATA CONNECT, INC. SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE ABADATA CONNECT, INC. SERVICE, INCLUDING FOR E911 PURPOSES.



** AFTER INITIAL ACTIVATION OF THE E911 SERVICE, AND FOLLOWING ANY CHANGE OF AND UPDATE TO CUSTOMER'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO ABADATA CONNECT, INC.'S NOMADIC E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE.

** THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING ABADATA CONNECT, INC. E911

EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE ABADATA CONNECT, INC. E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE ABADATA CONNECT, INC. NETWORK, THERE IS A POSSIBILITY THAT A ABADATA CONNECT, INC. E911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.

** IF A CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE ABADATA CONNECT, INC. EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, ABADATA CONNECT, INC. E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.

11.7 CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ABADATA CONNECT, INC. WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING ABADATA CONNECT, INC. OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ABADATA CONNECT, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

12. INDEMNIFICATION

Indemnification Obligation. Customer shall defend (with counsel reasonably acceptable to Abadata Connect, Inc.), indemnify and hold harmless Abadata Connect, Inc. and Abadata Connect, Inc.'s officers, directors, employees, agents, contractors, and representatives from and against any and all claims and expenses, including reasonable attorneys' fees).

13. PRIVACY POLICY



Customer agrees that Abadata Connect, Inc. and/or its agents may, from time to time, collect information regarding Customer's use of the Service and activities on the Internet. Customer agrees that such information may be shared with third parties provided that (i) Abadata Connect, Inc. does not disclose any personally identifiable information to others except, as allowed by law and (ii) otherwise complies with applicable privacy laws. Customer expressly grants Abadata Connect, Inc. the right to disclose information relating to Customer and/or Customer's account in response to a subpoena issued in a civil or criminal investigation, litigation, court order or a civil investigation by a governmental entity.

14. Customer Proprietary Network Information

14.1 It is Abadata Connect, Inc. policy not to use Customer proprietary Network Information (CPNI) for any activity other than permitted by law. Any disclosure of CPNI to other parties (*such as affiliates, vendors, and agents) occurs only if it is necessary to conduct a legitimate business activity related to the services already provided by the company to the customer. Abadata Connect, Inc. follows industry-standard practices to prevent unauthorized access to CPNI by a person other than the subscriber or Abadata Connect, Inc. However, Abadata Connect, Inc cannot and does not guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information and customer will hold Abadata Connect and its directors, employees, agents harmless. Therefore: (i) If an unauthorized disclosure were to occur, Abadata Connect, Inc. shall provide notification of the breach within seven (7) days to the United States Secret Service (USSS) and the Federal Bureau of Investigation (FBI). (ii) Carrier shall wait an additional seven (7) days from its government notice prior to notifying the affected customers of the breach. (iii) Notwithstanding the provisions in subparagraph (ii) above, Carrier shall not wait the additional seven (7) days to notify its customers if Carrier determines there is an immediate risk of irreparable harm to the customers. (iv) Carrier shall maintain records of discovered breaches for a period of at least two (2) years. Customer has a right and Abadata Connect, Inc has a duty under federal law to protect the confidentiality of CPNI.

14.2 Customer agrees that Abadata Connect Inc, can use CPNI for the following purposes: (i) To initiate, render, maintain, repair, bill and collect for services; (ii) To protect its property rights; or to protect its subscribers or other carriers from fraudulent, abusive, or the unlawful use of, or subscription to, such services; (iii) To provide inbound telemarketing, referral, or administrative services to the customer during a customer-initiated call. (iv) To market additional services to customers that are within the same categories of service to which the customer already subscribes; (v) To market services formerly known as adjunct-to-basic services; and (vi) To market additional services to customers with the receipt of informed consent via the use of opt-in or opt-out, as applicable.

14.3 Customer has the right to restrict the use of disclosure of and access to their CPNI. Customers opt in remains in effect until customer informs Abadata Connect, Inc in writing revoking or limiting this approval. The content of Abadata Connect In notices comply with FCC rule 64.2008C. Abadata Connect, Inc does not market, share or otherwise sell CPNI information to any third party. Customer understands that Abadata Connect, Inc's main way of contact is through email and customer agrees to this.



15. FRAUDULENT CALLS

In the event Customer connects the Services to the public switched network, Customer is solely responsible for selection, implementation, and maintenance of security features for protection against unauthorized calling, and Abadata Connect, Inc. shall have no liability, therefore. Customer is solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the Services being provided here under. Customer shall indemnify and hold Abadata Connect, Inc. harmless from all costs, expenses, claims, or actions arising from fraudulent calls of any nature carried by means of the Services. Customer shall not be excused from paying Abadata Connect, Inc. 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 Abadata Connect, Inc. discovers fraudulent calls being made, nothing contained herein shall prohibit Abadata Connect, Inc. from taking immediate action, without notice to Customer that is reasonably necessary to prevent such calls from taking place. Notwithstanding, it is understood that Abadata Connect, Inc. is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent calls processed by Abadata Connect, Inc. and billed to Customer's account.

16. NOTICES

16.1 Controlling Law; Venue. Arbitration Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) against Abadata Connect, Inc., Inc., its agents, employees, successors, assigns, or affiliates (collectively for purposes of this paragraph, "Abadata Connect, Inc., Inc.,") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Abadata Connect, Inc.'s advertising, any related purchase, including the validity of this arbitration clause shall be resolved exclusively and finally by binding arbitration administered by the National Arbitration Forum (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371) at Abadata Connect, Inc., Inc.'s sole discretion. The arbitration will be conducted before a single arbitrator and will be limited solely to the dispute or controversy between Customer and Abadata Connect, Inc., The arbitration shall be held in Huron County, Michigan at the office of Abadata Connect, Inc. or a place designated by Abadata Connect, Inc., at its sole discretion, or by telephone, or online. Any award of the arbitrator (s) shall be final and binding on each of the parties and may be entered as judgment in any court of competent jurisdiction. Information may be obtained, and claims may be filed at any office of the NAF or at P.O. Box 50191, Minneapolis, MN 55405. If any dispute, or other action arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out of pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

16.2 Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered



personally, (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (iii) by facsimile transmission when confirmed by facsimile transmission, or (iv) by certified or registered mail, return receipt requested, ten (10) calendar days after deposit in the mail. Such notices shall be sent to the addresses set in the Services Quote or such other address as a party hereto shall notify the other party of in writing.

If to Abadata Connect, Inc.:

US Mail: 567 Brunswick St., Sebewaing, MI 48759

Fedex or other courier: 649 S Unionville RD; Sebewaing, Michigan 48759

Fax: 989-883-9313

16.3 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

16.4 Headings. The headings in this Agreement are inserted for convenience and do not constitute a part of the Agreement, nor modify or limit any of the terms.

16.5 Waiver; Amendment; Modification. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed by the party against whom such waiver or consent is asserted. The waiver by either party of, or consent of either party to, a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

16.6 Enforceability of Provisions. To the extent any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable, such provision or portion shall be severed or deleted from this Agreement or limited so as to give effect to the intention of the parties insofar as possible. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or this Agreement as a whole.

16.7 Assignment. Abadata Connect, Inc. may assign its rights and obligations under this Agreement to any party without the consent of Customer. Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Abadata Connect, Inc.

16.8 Entire Agreement. This Agreement, including the Services Quote and attachments hereto, constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all prior proposals, agreements or other communications between the parties, oral or written, regarding such



subject matter. No other representation, warranty, term or condition, other than as expressly set forth in this Agreement, shall be binding on Abadata Connect, Inc.