

# **SERVICE SCHEDULE**

## **CUSTOMER PREMISE EQUIPMENT AND MANAGED SERVICES**

### **ADDENDUM**

1. **Applicability.** This INTELLETRACE Customer Premise Equipment and Managed Services Addendum. This “Schedule”) applies only to CUSTOMERs ordering either CPE Service offerings under the Master Service Agreement (“AGREEMENT”).

2. **Service Description.** If CUSTOMER has ordered or is purchasing certain services from INTELLETRACE, CUSTOMER may also order INTELLETRACE provided CPE (defined below) CPE means equipment owned or leased by INTELLETRACE (i.e. routers, switches, cabling, firewalls, network monitoring devices or other appliance), associated firmware or related software, that is placed at CUSTOMER’s premise for use in conjunction with INTELLETRACE Services purchased under the AGREEMENT. The term “CPE Service” means CPE “Installation Service” and/or “Monitoring and Management Service” offered by INTELLETRACE pursuant to this Schedule. CUSTOMER has the option of having INTELLETRACE maintain operational control over the CPE.

3. **Ownership of CPE.** In order to provide CPE , CPE owned or leased by INTELLETRACE, but not purchased or subleased by CUSTOMER, will be placed at the CUSTOMER premise and the charges for use of the CPE will be outlined in the Customer Order Form. Title to the CPE shall not pass to CUSTOMER. However, the title to CPE will be passed to CUSTOMER once CUSTOMER has paid full amount of the CPE price as outlined in the Customer Order Form.

4. **CPE Service Levels.** If the leased CPE provided hereunder causes an unscheduled, continuous and/or interrupted, period of time during which the telecommunication service does not conform to the Availability Service Level as set forth in the relevant telecommunication Service Level Agreement, the CUSTOMER will be entitled to a service credit for such unavailability, if any, provided under such Service Schedule, subject to the exceptions set forth therein, which shall be CUSTOMER’s exclusive remedy for such unavailability. CUSTOMER shall only receive a service credit under such Service Schedule, and shall not receive any additional service credit under this Schedule. A failure of any cable or physical connection that connects to CPE shall not entitle CUSTOMER to any service credit.

5. **Payment or Credit Default.** Notwithstanding anything to the contrary in the AGREEMENT, and in addition to the remedies stated therein, if CUSTOMER fails to pay any sums when due, or otherwise fails to perform any material obligation, in addition to other remedies available to INTELLETRACE at law or in equity, INTELLETRACE may: (i) cease to provide CPE and/or (ii) enter CUSTOMER’s premises upon reasonable notice and take possession of and remove the CPE, retaining all sums paid. CUSTOMER shall indemnify and hold INTELLETRACE harmless from any claims for loss or damage resulting from INTELLETRACE exercising of its rights under this Schedule.

#### 6. **Service Term.**

(A) The Service Term shall be identified on the Service Order and shall begin upon the date that INTELLETRACE delivers the service as outlined in the Service Order. If no Term is specified, the Term will be twelve (12) months. “Delivery” of the Service includes CPE, the telecommunication service purchased in conjunction with this Schedule and the local access service (if purchased by INTELLETRACE), are all fully functioning and ready for CUSTOMER’S use. If CUSTOMER purchases its own local access service and/or CPE, INTELLETRACE shall begin billing once the associated INTELLETRACE Service is ready for use.

(B) If CUSTOMER is Leasing or Renting CPE from INTELLETRACE, at the end of the Service Term, CUSTOMER shall, upon INTELLETRACE’s request, provide INTELLETRACE with access to CUSTOMER’s premise and the CPE to allow INTELLETRACE remove the CPE.

#### 7. **Installation of CPE.**

(A) Installation of CPE at CUSTOMER premise. INTELLETRACE will procure, receive, stage, configure, and test the CPE prior to installation at CUSTOMER’s premise. If CPE is installed at CUSTOMER’s premise, installation of CPE will take place at a mutually agreed upon time from 8:00 a.m. to 5:00 p.m. (PT) Monday through Friday (“Normal Business Hours”),

excluding Holidays, or such other time and day as mutually agreed by the parties which may result in an additional fee. INTELLETRACE may, in its sole discretion, outsource some or all of the installation of the CPE to a third party that is capable of performing the installation; provided, however, INTELLETRACE shall remain responsible for any such outsourced installation supplied by a third party. Customer shall not move the CPE to a different location within the CUSTOMER premises or to another Facility for any reason after installation without INTELLETRACE's prior written consent. CUSTOMER may not relocate the CPE and must contact INTELLETRACE to make arrangements for INTELLETRACE to move the CPE. Additional charges shall apply to any movement or relocation of CPE.

**(B)** Shipment of CPE to CUSTOMER's premise. INTELLETRACE will procure, receive, stage, configure, and test the CPE prior to shipment of CPE to CUSTOMER's premise. CUSTOMER is responsible for having a person of technical nature unpack the shipping container, mount the CPE as desired, and connect the CPE to the cabling medium provided by the Local Exchange Carrier (LEC) or the Competitive Local Exchange Carrier (CLEC). If CUSTOMER does not have a person of technical nature and desires INTELLETRACE to provide an on-site installation, INTELLETRACE may use a third party to perform the necessary functions which will result in an additional non-recurring cost. All CPE shipments are F.O.B. INTELLETRACE's facility. INTELLETRACE's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to CUSTOMER upon delivery to CUSTOMER.

## **8. CUSTOMER Responsibilities.**

**(A)** Prior to installation, CUSTOMER shall assure all conditions recommended by the manufacturer of the CPE are met at the CUSTOMER's premises where the CPE is to be installed as set forth in the Service Order. If such conditions are not met and installation cannot be completed, CUSTOMER shall pay for the initial and subsequent site visits at INTELLETRACE'S then prevailing hourly rates.

**(B)** For Colocation Service, CUSTOMER will provide INTELLETRACE with: (a) a list of CUSTOMER's equipment that will be inserted at the Facility ("CUSTOMER Equipment"); and (b) a list of CUSTOMER's personnel permitted to access the CUSTOMER Equipment within the Facility ("CUSTOMER Personnel"). CUSTOMER may amend the list of CUSTOMER Personnel as necessary, in writing (including email notification in compliance with the Notice section of this Agreement) to INTELLETRACE. CUSTOMER Personnel will be required to comply with applicable Facility security policies and procedures, including, but not limited to, signing-in and showing photo identification. CUSTOMER acknowledges that anyone not listed by CUSTOMER as CUSTOMER's Personnel will be denied access to the Facility and CUSTOMER Equipment without exception and without liability. CUSTOMER is liable for any damages due to the acts or omissions of any CUSTOMER Personnel while on the Facility premises. Unless CUSTOMER requests Remote Hands Service to perform installation of the CUSTOMER Equipment, CUSTOMER shall be responsible for installing the CUSTOMER Equipment and for marking the CUSTOMER Equipment with inventory tags that contain CUSTOMER's name and any other pertinent information to identify CUSTOMER.

**(C)** CUSTOMER has sole responsibility for installation, testing, and operation of all facilities, services, and equipment other than those that INTELLETRACE has specifically agreed to provide as part of this AGREEMENT or any Attachment or Service Order. In no event will the untimely installation or inoperability of any CUSTOMER-provided facility relieve CUSTOMER of its obligation to pay any charges for the Services provided hereunder.

**(D)** CUSTOMER is responsible for maintaining the recommended conditions at the Customer premises for so long as CPE is located there. Operation of CPE outside of such conditions may void any manufacturer's warranty on the CPE or manufacturer's maintenance obligations and may also prevent INTELLETRACE from providing Service. CUSTOMER will be responsible to pay INTELLETRACE for replacement of CPE that is damaged as a result of CUSTOMER'S failure to comply with this section, including without limitation installation costs of replacement CPE. Additionally, CUSTOMER shall pay the charges for the telecommunication service and any local access provided by INTELLETRACE for the remainder of the Service Term, regardless of whether or not the damaged CPE is replaced.

**(E)** Customer shall provide INTELLETRACE with access to the Customer premises to install, maintain, replace, repair, and remove the CPE. If INTELLETRACE is prevented from installation of CPE because CUSTOMER has not provided INTELLETRACE with access, INTELLETRACE may begin billing, and CUSTOMER shall be responsible for payment for the associated Service that is otherwise provisioned and ready for turn up and the CPE. If CUSTOMER denies INTELLETRACE access to the CPE at the CUSTOMER premises, CUSTOMER shall be responsible for payment to

INTELLETRACE of INTELLETRACE's charges and additional costs associated with such denial of access.

**(F)** CUSTOMER is responsible for ensuring the security of the CPE located within CUSTOMER's premises, and CUSTOMER shall reimburse INTELLETRACE for any loss or damage to CPE caused by CUSTOMER's failure to properly secure CUSTOMER's premises and/or restrict or monitor access to the CPE. Unless CUSTOMER purchased CPE, CUSTOMER shall not access, reconfigure, connect to, or alter the CPE except as expressly requested by INTELLETRACE.

**9. Lost, Stolen or Broken Equipment.** CUSTOMER shall not modify the Equipment in any way without the express prior written permission of INTELLETRACE. CUSTOMER shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, CUSTOMER is responsible for lost, stolen, or broken equipment and may be required to purchase a replacement to continue to receive Services. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. CUSTOMER shall immediately notify INTELLETRACE of any lost or stolen Equipment and shall cooperate with INTELLETRACE in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At INTELLETRACE's sole option, failure to report lost or stolen equipment in a timely manner will cause CUSTOMER to be responsible for all Service Fees accrued until the time that INTELLETRACE is informed of the loss or theft and INTELLETRACE is entitled to terminate the Services and Agreement following CUSTOMER's breach of this section.

**10. CUSTOMER Order Cancellation.** If CUSTOMER cancels the Service Order for CPE and/or Services prior to Delivery, INTELLETRACE shall be entitled to retain all monies paid by CUSTOMER and recover additional monies, if necessary, to cover costs including storage costs, restocking fees, and any third party costs incurred by INTELLETRACE related to the cancellation. If CUSTOMER cancels the Service Order after delivery of equipment to the installation address, CUSTOMER shall be liable to INTELLETRACE for the entire purchase price of the equipment, and CUSTOMER agrees that such charge is a liquidated damage and not a penalty.

**11. Hazardous Materials.**

**(A)** CUSTOMER represents and warrants that CUSTOMER's premises and conditions to be encountered by INTELLETRACE at CUSTOMER's premises and in the area where work is to be performed shall: (i) be in compliance with all applicable federal, state, and local laws, rules, and regulation, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose INTELLETRACE or its representatives to hazardous materials, hazardous wastes, or hazardous substances or other dangerous conditions or hazards.

**(B)** In the event of breach of the foregoing, INTELLETRACE may discontinue the performance of the applicable CPE and/or Service installation until all the applicable hazardous materials or substances have been removed or abated to INTELLETRACE's satisfaction by CUSTOMER at CUSTOMER's sole expense, and CUSTOMER shall defend, indemnify, and hold INTELLETRACE harmless from any and all damages, claims, losses, liabilities, and expenses, including, without limitation, attorneys' fees, which arise out of CUSTOMER's failure.

**(C)** INTELLETRACE's refusal to enter such a location on the basis of safety will not be deemed a breach of this Schedule or the AGREEMENT, and INTELLETRACE shall have no liability for such a decision. CUSTOMER's representations and warranties pursuant to this section 10 shall survive any termination of the CPE, Service, and/or termination of the AGREEMENT.

**12. Damage to Premises.** CUSTOMER shall hold INTELLETRACE harmless from any liability for injury to wires, conduits, pipes, mains, sewers or other similar property that is not accurately detailed or accounted for in CUSTOMER supplied prints.

**13. Ownership: Identification: Liens.** Nothing contained in this Schedule shall be construed to convey to, or create in, CUSTOMER any right, title, or interest in or to the CPE, except as expressly set forth herein. INTELLETRACE may mark the CPE to indicate its interest in, or rights to, the CPE, and CUSTOMER shall not alter or remove any such indication of ownership or interest. CUSTOMER will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, lien, security interest, charge, encumbrance or claim (collectively "liens") on or with respect to the CPE.

**14. Intellectual Property.** The CPE and the software related to the CPE and other intellectual property provided under the AGREEMENT and this Schedule (collectively the "Intellectual Property") is commercial computer software and intellectual property developed exclusively at private expense, and is in all respects the proprietary data belonging solely to

INTELLETRACE or its licensors or the vendor or manufacturer of the CPE.

**15. Domestic Usage Only.** Customer shall not export or re-export the CPE, any software, or any documentation associated with the CPE or software from the fifty (50) states of the United States and the District of Columbia and shall indemnify INTELLETRACE for any breach of this provision or violation of law.

**16. Indemnity.** INTELLETRACE will pass through any software infringement indemnity for the CPE as provided by the manufacturer to the extent allowed by the manufacturer. Notwithstanding anything to the contrary in the AGREEMENT, INTELLETRACE has no obligation to indemnify CUSTOMER for infringement or claims of infringement by any third party relating to the CPE. Either party (the "Indemnifying Party") indemnifies and shall at all times hereafter, indemnify and hold harmless the other party hereto from and against any and all obligations, losses, damages, claims, costs, expenses (including reasonable legal fees), compensation, and liabilities whatsoever that the other party hereto may incur, sustain, or become liable for, by reason of any claim or demand made against the other party hereto howsoever arising out of or in connection with the Indemnifying Party's breach of this AGREEMENT or any gross negligence or willful misconduct of the Indemnifying Party.

**17. Limitation of Liability.** INTELLETRACE SHALL HAVE NO LIABILITY FOR ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE CPE, REGARDLESS OF WHETHER THESE DAMAGES ARISE OUT OF AN ACTION IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT WILL EITHER INTELLETRACE OR CUSTOMER BE LIABLE TO THE OTHER FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE LIABILITY OF EITHER PARTY FOR DAMAGES OR ALLEGED DAMAGES HEREUNDER, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY IS LIMITED TO AND SHALL NOT EXCEED THE AMOUNT PAID TO INTELLETRACE UNDER THIS AGREEMENT.

**18. Warranty.** INTELLETRACE MAKES NO WARRANTIES ABOUT THE CPE OR ANY RELATED SOFTWARE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF NON-INFRINGEMENT.

**19. CPE Installation Service.** Solely to the extent provided by INTELLETRACE, INTELLETRACE warrants that CPE Service shall be done in a good and workmanlike manner and will be of a professional quality conforming to generally accepted industry standards and practices. **INTELLETRACE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE CPE SERVICES. INTELLETRACE DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE CPE OR CUSTOMER'S SYSTEM.** For any breach of the above warranty or failure of Installation Service, CUSTOMER's exclusive remedy, and INTELLETRACE's entire liability, shall be re-performance of the deficient installation, or the recovery of installation fees paid, if INTELLETRACE is unable through re-performance to perform the Installation Service as warranted. In order to receive warranty remedies, deficiencies in the installation must be reported to INTELLETRACE in writing within thirty (30) calendar days of completion of installation.

**20. Dedicated Internet Access.**

(A) CUSTOMER shall, at CUSTOMER's expense, undertake all necessary preparation required to comply with INTELLETRACE's installation and maintenance instructions. CUSTOMER is responsible for obtaining IP addresses prior to order completion. IP addresses may be obtained either from the ARIN at [ARIN.net](http://ARIN.net) directly or via INTELLETRACE. All IP address space allocated or assigned by CARRIER is non-portable. Renumbering IP networks is considered a part of normal network management activities. All costs associated with all such renumbering activities, whether voluntary or involuntary, are solely the responsibility of CUSTOMER. CUSTOMER's failure to obtain IP addresses prior to the installation and testing of Services does not release CUSTOMER from its obligation to accept such Services. In addition, if INTELLETRACE supplies routers or other equipment to CUSTOMER as part of INTELLETRACE Service ("Equipment"), CUSTOMER shall be responsible for the costs of relocation of such Equipment once installed by INTELLETRACE, and shall provide to INTELLETRACE and suppliers of communications lines reasonable access to CUSTOMER's premises to maintain such Equipment or to perform any acts required by this Schedule. **CUSTOMER shall maintain a deliverable postmaster mailbox, and agrees to actively review said mailbox on a regular basis.** CUSTOMER shall maintain a

deliverable abuse mailbox and review and respond to messages received no less frequently than once per business day.

(B) CUSTOMER shall be invoiced monthly in advance for: (i) the monthly recurring charges (prorated for any partial month) based on the rates set forth in the applicable Service Order, and (ii) the charges for other services ordered by CUSTOMER. The first invoice shall be for the first two (2) months (prorated for any partial month) of the Term. All usage services are invoiced based on usage for the immediate preceding month.

(C) Installation may be scheduled between the hours of 9 a.m. and 6 p.m. (PT), Monday through Friday (excluding holidays). If installation is required outside of these hours, there is an additional fee.

(D) INTELLETRACE shall operate and maintain the Service. CUSTOMER shall be responsible for maintaining its own network and routers that interface with the Service. INTELLETRACE shall not be responsible for cabling that connects equipment not provided by INTELLETRACE to INTELLETRACE Equipment or the Service.

(E) CUSTOMER may contact support@INTELLETRACE.com with questions.

(F) CUSTOMER agrees that INTELLETRACE's Equipment may not be used for unauthorized purposes. Equipment provided by INTELLETRACE to CUSTOMER is owned and controlled by INTELLETRACE, unless sold to CUSTOMER, and such equipment will be returned to INTELLETRACE upon termination of this Schedule. CUSTOMER hereby grants to INTELLETRACE the right to recover INTELLETRACE Equipment from CUSTOMER's premises upon termination of this Schedule or any Service Order.

(G) **CUSTOMER understands that CUSTOMER, End Users, and CUSTOMER's authorized licensees and end users may access the Internet through the Service. CUSTOMER understands further that, except for certain products and Services specifically offered by INTELLETRACE, neither INTELLETRACE nor any of its affiliates operates and/or controls the Internet in any way, and all merchandise, information, and Services offered or made available or accessible over the Internet are offered or made available or accessible by third parties who are not affiliated with INTELLETRACE or its affiliates. CUSTOMER assumes total responsibility and risk for Customer's use and End Users' and authorized licensees' or end users' use of the Service and the Internet. Neither INTELLETRACE nor its affiliates make any express or implied warranties, representations, or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information, or Service provided through the Internet, and neither INTELLETRACE nor its affiliates shall be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely CUSTOMER's responsibility and End Users' and CUSTOMER's authorized licensees' or end users' responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise, provided through the service or on the Internet generally.**

(H) CUSTOMER understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. CUSTOMER and End Users and authorized users access such materials at their own risk. INTELLETRACE has no control over and accepts no responsibility whatsoever for such materials.

(I) The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by INTELLETRACE, its affiliates or its contractors or their respective employees shall create a warranty. Neither INTELLETRACE nor its affiliates warrant that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses, or other harmful components.

(J) If CUSTOMER is dissatisfied with the Service or with any terms, conditions, rules, policies, Guidelines, or practices of INTELLETRACE in operating the Service, CUSTOMER's sole and exclusive remedy is to terminate the Service Order in accordance with the Master Service Agreement.

(K) INTELLETRACE has no obligation to monitor the Service. However, CUSTOMER agrees that CARRIER has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to operate the Service properly, or to protect itself or its subscribers. As provided above, CARRIER will monitor the transmission of the Service. However, CARRIER will not monitor the content of any of the Service, including, but not limited to, any private electronic mail messages. INTELLETRACE reserves the right to refuse to post or to remove any information or materials, in whole or in part, that are in violation of this Schedule.

**INTELLETRACE does not guarantee sequential delivery of datagrams. Packet loss and latency are inherent in IP design. INTELLETRACE will use reasonable efforts to maintain delivery of streaming media through User Datagram Protocol ("UDP").**

(L) INTELLETRACE may deny CUSTOMER access to all or part of the Service, or may suspend CUSTOMER's access or refuse to post or remove any information or materials proposed to be posted by CUSTOMER or CUSTOMER's authorized users, if any conduct or activity violates any of the terms and conditions in this Schedule; provided that INTELLETRACE will give CUSTOMER twenty-four (24) hours prior notice and opportunity to cure the violation prior to suspension of the Service. Notwithstanding the foregoing, in the event of an emergency, INTELLETRACE reserves the right to immediately suspend Service to prevent degradation of network integrity. If INTELLETRACE suspends Service because of such a violation, CUSTOMER and CUSTOMER's authorized users shall have no right to access any materials or third-party services, merchandise or information stored on the Internet through INTELLETRACE Services, and CUSTOMER shall have no right to credit(s) related to such unavailability of Service. INTELLETRACE shall not be responsible for notification of the suspension to any party other than CUSTOMER.

(M) Notwithstanding the foregoing, in the event CARRIER's system integrity is threatened or INTELLETRACE is served with any court or governmental order requiring suspension or termination of Service, INTELLETRACE may suspend or terminate Service immediately.

## **21. Voice Services.**

(A) The Federal Communications Commission ("FCC") and Canadian Radio-television and Telecommunications Commission ("CRTC") require that INTELLETRACE provide E911 Service to all CUSTOMERs who use INTELLEVOX Services within the United States and Canada. Sections 21(B)(1) to 21(B)(7) apply to all CUSTOMERs who use INTELLEVOX Services within the United States. Section 21(B)(8) applies to all CUSTOMERs.

(B)(1) **CUSTOMER ACKNOWLEDGES THAT INTELLETRACE'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 21, AND CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OR AGENT OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, CUSTOMER MAY REQUEST THEM FROM INTELLETRACE. INTELLETRACE WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT INTELLETRACE HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH INTELLETRACE E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. INTELLETRACE ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

(B)(2) **CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.**

(B)(3) **CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.**

**(B)(4) CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING SECURITY SYSTEMS, FIRE SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. INTELLETRACE WILL NOT BE LIABLE FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.**

**(B)(5) INTELLEVOX E911 SERVICE IS A MANDATORY COMPONENT OF ALL INBOUND/OUTBOUND TRADITIONAL FAX AND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON VIRTUAL NUMBERS, TOLL-FREE NUMBERS, OR SIMILAR SERVICE ACCESSORIES OR ADD-ON SERVICE PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. IF CUSTOMER SUBSCRIBES TO INTELLEVOX E911 SERVICE, CUSTOMER WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER ("DTA") OR VIDEOPHONE) WITH INTELLETRACE, BY CALLING CUSTOMER SERVICE, AND WILL UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. IF CUSTOMER SUBSCRIBES TO INTELLEVOX MOBILE APPLICATIONS, CUSTOMER ACKNOWLEDGES THE PHYSICAL LOCATION REGISTERED FOR CUSTOMER'S EQUIPMENT (PHONE, SOFTPHONE, DTA OR VIDEOPHONE) WILL BE THE PHYSICAL LOCATION REGISTERED FOR THE MOBILE APPLICATION ASSOCIATED TO THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT INTELLETRACE'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 INTELLETRACE WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO INTELLETRACE BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, INTELLETRACE MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE CUSTOMER'S ACCOUNT OR INITIAL ORDER.**

**(B)(6) CUSTOMERS THAT ARE REQUIRED TO SUBSCRIBE TO INTELLEVOX E911 SERVICE WILL BE SUBJECT TO A MONTHLY E911 SERVICE CHARGE. THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE SERVICE FEES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR INTELLEVOX E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES INTELLETRACE FOR THE DIRECT COSTS IT INCURS IN PROVIDING INTELLETRACE E911 SERVICE, INCLUDING EXPENSES INTELLETRACE INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY, OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE, AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO CUSTOMERS SUBSCRIBING TO THIS SERVICE. INTELLETRACE RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS.**

**(B)(7) CUSTOMER ALSO ACKNOWLEDGES THAT INTELLEVOX E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE INTELLEVOX E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. BECAUSE CUSTOMER CIRCUMSTANCES VARY WIDELY, CUSTOMER SHOULD CAREFULLY EVALUATE CUSTOMER'S OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON INTELLEVOX 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 INTELLEVOX E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:**

**INTELLEVOX E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S DTA, PHONE OR VIDEOPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S INTELLETRACE 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 INTELLEVOX 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 INTELLEVOX'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 INTELLEVOX 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 INTELLEVOX E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE INTELLETRACE NETWORK, THERE IS A POSSIBILITY THAT A INTELLEVOX 911 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 CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE INTELLETRACE EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, INTELLEVOX E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.**

**(B)(8) CUSTOMER ACKNOWLEDGES AND AGREES THAT INTELLETRACE WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING INTELLEVOX OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS SCHEDULE. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INTELLETRACE, 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.**

**(C) Services containing a prepaid minute plan are related specifically to the origination and/or termination of voice traffic within the continental United States. Calls made outside the continental United States are charged at a specific rate per minute based upon the Country as found on the INTELLETRACE website at <http://www.intelletrace.com/legal>, which is updated from time to time with no notice to our CUSTOMER. INTELLETRACE reserves the right to charge an excess fee when the CUSTOMER exceeds the usage limits as predetermined on the Service Order for voice traffic within the continental United States. Such excess fee, unless otherwise agreed to, will be charged at \$.02 per minute related to voice traffic within the continental United States. All fees, including Service Fees, payable under the applicable Service Plan shall be non-refundable and non-creditable.**

**(D) INTELLETRACE may change the prices for the Services and toll charges from time to time. INTELLETRACE may change prices, Service Plans, taxes or fees without any advance notice. For CUSTOMERs on one, two, three, or five-year Service Plans, rates will not be increased during the Initial Term, with the exception of tax or fee changes and international toll calling rates. In the event of a change in prices or toll charges, INTELLETRACE will post such changed rates to the website currently located at <http://www.INTELLETRACE.com/legal>. International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates. The Service Fees effective upon any renewal of the Agreement shall be INTELLETRACE's then-current Service Fees for the applicable Services.**



(E) INTELLETRACE reserves the right to establish or modify general practices and limits concerning use of the Services and Software, including without limitation, the maximum number of days that content will be retained by the Service, the maximum disk space and/or bandwidth capacity that will be allotted on servers owned and/or operated by INTELLETRACE on CUSTOMER's behalf, if any. Where practical, INTELLETRACE will provide the CUSTOMER with prior notice of such new or modified practices; provided however, that INTELLETRACE shall have the absolute right to implement such new or modified practices without prior notice in its sole discretion and without liability of any kind.

(F) CUSTOMER acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that INTELLETRACE will not be liable for any illegal use of the service. Because CUSTOMER circumstances vary widely, CUSTOMERs should carefully review their own circumstances when deciding whether to use the recording features of the service and it is the CUSTOMER's responsibility to determine if the electronic recordings are legal under applicable federal and state laws. INTELLETRACE is not responsible for any misinterpretation, lack of understanding, or lack of knowledge regarding the use of electronic recordings or the use of its products by the CUSTOMER, whether legal or illegal, and CUSTOMER will indemnify and hold INTELLETRACE harmless for any claims, damages, fines, or penalties arising out of CUSTOMER's failure to adhere to applicable electronic recording laws.

(G) CUSTOMER is solely responsible for maintaining the confidentiality of CUSTOMER's Login credentials, and will not to transfer CUSTOMER's Login, email address, or password, or otherwise lend or transfer use of or access to the INTELLETRACE Services, to any third party. CUSTOMER is solely responsible for any and all activities that occur under CUSTOMER's account. CUSTOMER will comply with applicable foreign, federal, state, and local law in its use of the Services, including but not limited to laws regarding online behavior, acceptable content, and the transmission of equipment and information under applicable export laws. Recognizing the global nature of the Internet, CUSTOMER also agrees to comply with applicable local rules or codes of conduct (including, if applicable, codes of conduct or policies imposed by employers) regarding online behavior and acceptable content. Use of the Services is void where prohibited. CUSTOMER will immediately notify INTELLETRACE of any unauthorized use of CUSTOMER's account or any other breach of security related to CUSTOMER's account or the INTELLETRACE Services, and to ensure that CUSTOMER completes a "log off"/exit from CUSTOMER's account (if applicable) at the end of each session. INTELLETRACE is not liable for any loss or damage arising from CUSTOMER failure to comply with any of the foregoing obligations. In consideration for using the INTELLETRACE Services, CUSTOMER will: (1) provide certain current, complete, and accurate information about CUSTOMER when prompted to do so by the INTELLETRACE Services, and (2) maintain and update this information as required to keep it current, complete, and accurate. CUSTOMER warrants that any such information will be accurate. CUSTOMER agrees that CUSTOMER is solely responsible for the content of all visual, written, or audible communications ("Content") sent by CUSTOMER or displayed or uploaded by CUSTOMER in using the Services. Although INTELLETRACE is not responsible for any such communications, INTELLETRACE may delete any such communications of which INTELLETRACE becomes aware, at any time without notice to CUSTOMER. CUSTOMER retains copyright and any other rights already held in content that CUSTOMER submits, posts or displays on or through, the Services.

(H) CUSTOMER understands and agrees that by displaying, exchanging, or uploading Content to a INTELLETRACE website, transmitting Content using the Services or otherwise providing Content to INTELLETRACE, CUSTOMER automatically grants (and warrants and represents that CUSTOMER has a right to grant) to INTELLETRACE a world-wide, royalty-free, sub- licensable (so INTELLETRACE affiliates, contractors, resellers and partners can deliver the Services) perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce, and distribute the Content in the course of offering the Services, including associates websites ("Sites").

(I) CUSTOMER further acknowledges that Agents or other users of the Services ("Users") may violate one or more of the above prohibitions, but INTELLETRACE assumes no responsibility or liability for such violation. If CUSTOMER becomes aware of misuse of the Services by any person, CUSTOMER shall make reasonable efforts to promptly contact INTELLETRACE CUSTOMER Support at 1-800-618-5877. INTELLETRACE may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content, or terminating accounts and/or User or Agent profiles and/or Login. However, because situations and interpretations vary, INTELLETRACE also reserves the right not to take any action. Under no circumstances will INTELLETRACE be liable in any way for any data or other content available on a Site viewed or actions taken while using the Services, including, but not limited to, any errors or omissions in any such data, content,

or activity, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data, content or activities incurred from the actions taken on a Site. INTELLETRACE does not endorse and has no control over what Users or Agents post, submit to, or do on a Site. CUSTOMER acknowledges that INTELLETRACE cannot guarantee the accuracy of any information submitted by any Agent or User of a Site, nor any identity information about any Agent or User. INTELLETRACE reserves the right, in its sole discretion, to reject or refuse to post content or other data, or to restrict, suspend, or terminate any User's or Agent's access to all or any part of Services or any Site at any time, for any or no reason, with or without prior notice, and without liability. INTELLETRACE reserves the right to investigate and take appropriate action against anyone who, in INTELLETRACE's sole discretion, is suspected of violating this Agreement, including without limitation, reporting CUSTOMER or any User to law enforcement authorities.

(J) INTELLETRACE reserves the right to make changes to its Master Service Agreement and/or the Services ("Change of Service"). In the event of a Change of Service, INTELLETRACE will post to the website currently located at <http://www.INTELLETRACE.com/legal>. CUSTOMER may request a Service Plan change at any time. The Service Plan change will take effect in the first month after the Service Plan is changed. For a Service Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply.

(K) INTELLETRACE utilizes the public Internet and third-party networks to provide fax, voice, chat, and video communication services. Accordingly, INTELLETRACE cannot guarantee the confidentiality or security of fax, voice, chat, and video communications of CUSTOMER. INTELLETRACE is committed to respecting CUSTOMER's privacy, and the privacy of callers using the Services. Once CUSTOMER chooses to provide or gather personally identifiable information using the Services, it will only be used in connection with CUSTOMER's relationship with INTELLETRACE or otherwise to deliver Services. INTELLETRACE will not sell, rent, or lease CUSTOMER's personally identifiable information to others. Unless required by law or other judicial or administrative process, or if CUSTOMER's prior permission is obtained, INTELLETRACE will only share the personal data CUSTOMER provides or gathers using the Services with other INTELLETRACE affiliates and/or business partners that are acting on INTELLETRACE's behalf to provide the Services. Such INTELLETRACE affiliates and/or national or international business partners are governed by INTELLETRACE's Privacy Policy ("Privacy Policy") with respect to the use of this data. The Privacy Policy appears at <http://www.INTELLETRACE.com/legal> and is incorporated by reference into the Master Service Agreement as if fully set forth therein. INTELLETRACE is required to file numerous reports with different administrative bodies. As such, INTELLETRACE may provide aggregate statistics about CUSTOMERs, sales, and traffic patterns. None of these reports or statistics will include personally identifiable information. However, INTELLETRACE reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either INTELLETRACE or any company affiliated with INTELLETRACE. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law or judicial or administrative process, INTELLETRACE may disclose personally identifiable information. To the extent INTELLETRACE should be required by law in the future to obtain prior, express consent for the aforementioned use of CUSTOMER data, INTELLETRACE will comply with the substantive terms of any such obligation to the extent such law conflicts with the terms of this Schedule.

(L) CUSTOMER acknowledges and agrees that the Services will not be available one hundred percent (100%) of the time. Credit allowances for interruption of the Services shall not be provided.

(M) Every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Service Plan, which INTELLETRACE will include in bills and CUSTOMER will pay. Calls to a phone number outside the continental United States to a non-INTELLEVOX telephone number will be charged at the current rates published on the INTELLETRACE website at <http://www.INTELLETRACE.com/legal>. The duration of each call is to be calculated in one-minute increments and rounded up to the nearest one-minute increment for any fraction of minutes used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent. When CUSTOMER dials an international PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by a CUSTOMER to an international mobile, rather than landline, or premium rate telephone number, may result in higher toll charges.

(N) Any telephone number provided by INTELLEVOX ("Number") to the CUSTOMER shall be leased and not sold. CUSTOMER will not use the Number with any other device other than the Equipment without the express written permission of INTELLETRACE. INTELLEVOX reserves the right to change, cancel, or move the Number at its sole discretion.

(O) CUSTOMER agrees that INTELLETRACE is entitled to monitor CUSTOMER's use of Service, at INTELLETRACE's expense.

(P) CUSTOMER shall not modify the Equipment in any way without the express written permission of INTELLETRACE. CUSTOMER shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, CUSTOMER is responsible for all lost, stolen, or broken Equipment and may be required to purchase a replacement to continue to receive Services. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. CUSTOMER shall immediately notify INTELLETRACE of any lost or stolen Equipment and shall cooperate with INTELLETRACE in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At INTELLETRACE's sole option, failure to report lost or stolen equipment in a timely manner will cause CUSTOMER to be responsible for all Service Fees accrued until the time that INTELLETRACE is informed of the loss or theft and INTELLETRACE is entitled to terminate the Services and ATTACHMENT following CUSTOMER's breach of this Section.

(Q) Any use of the Services, or any other action that causes a disruption in the network integrity, or otherwise threatens or compromises the security of INTELLETRACE, its vendors, or the Services whether directly or indirectly, is strictly prohibited. Such use or action shall permit INTELLETRACE to terminate the Services and the ATTACHMENT without prior notice at the sole discretion of INTELLETRACE. CUSTOMER acknowledges that neither INTELLETRACE nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. CUSTOMER will NOT use the Services in ways that violate applicable laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements or laws on obtaining third party consent for call recording), infringe the rights of others, or interfere with the users, Agents, services, or equipment of the network. CUSTOMER agrees, represents, and warrants that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer, or charge for the Services or the Equipment without the advance express written permission of INTELLETRACE. INTELLEVOX's Service Plans for CUSTOMERs that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans") or unlimited faxing are for reasonable business use of CUSTOMER only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. CUSTOMER will not use the Services to send unsolicited commercial e-mail to recipients outside CUSTOMER's organization. CUSTOMER shall not transmit through the Services any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature. CUSTOMERs further agree not to transmit any material that encourages conduct that could constitute a criminal offense, violate the intellectual property rights of others, give rise to civil liability or otherwise violate any applicable local, state, national, or international statute, regulation, or other law. Any use found to be inconsistent with this restriction will result in termination of the Services. INTELLETRACE reserves the right to immediately terminate or modify the Services of any CUSTOMER using Unlimited PSTN or fax Service Plan if INTELLETRACE determines, in its sole discretion, that CUSTOMER is not using the Unlimited PSTN or fax Services Plan for CUSTOMER's reasonable business use.

## **22. Ordering Procedures for MPLS and Private Line Transport Service.**

(A) **Service Order.** If an electronic format is available to transmit Service Orders from CUSTOMER to INTELLETRACE, this format will be used. If an electronic format is utilized, INTELLETRACE will follow any OBF standards for use thereof. If an electronic format cannot be utilized, CUSTOMER will transmit Service Order to INTELLETRACE via facsimile, or scan/email. In the event CUSTOMER submits a Service Order that is inconsistent with any of the terms of INTELLETRACE's Service Order or this AGREEMENT, then the Service Order will be treated as a counteroffer and will be binding only if accepted by INTELLETRACE.

(B) **Contacts and Escalation**. INTELLETRACE will provide a complete list of contacts for the Service provided to CUSTOMER.

(C) **Service Order Issuance**. INTELLETRACE will acknowledge receipt and request any corrections or clarifications by the end of the next business day following receipt of a Service Order. All intervals are measured from INTELLETRACE's receipt of a complete and accurate Service Order.

(D) **Firm Order Commitment ("FOC")**. INTELLETRACE will provide a FOC to CUSTOMER. The FOC to CUSTOMER will provide any applicable Service intervals as well as a committed installation date ("FOC Date").

(E) **Design Layout Report ("DLR")**. INTELLETRACE will provide DLR information.

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