



Utility Committee Meeting

AGENDA

September 6, 2011

I. **CALL TO ORDER**

II. **MATTERS BEFORE COMMITTEE**

1. [Discussion / Approval - APPA Mutual Aide Agreement](#)
2. [Discussion / Approval - Voice Contracts](#)

III. **ADJOURN**



Utility Committee Meeting

AGENDA

September 6, 2011

Item:

Discussion / Approval - APPA Mutual Aide Agreement

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [APPA Mutual Aide Agreement](#)

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor Force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Meals, lodging and other related expenses. Charges for meals lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date _____ Entity _____ (name/state)
By _____ (please print)
Title _____



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[Voice Contract](#)

[Exhibit C](#)

[Exhibit D](#)

Integrated Broadband Services, LLC
200 Chastain Center Blvd, Suite 200,
Kennesaw, GA 30144
Tel: (770) 387-2053 Fax: (678) 581-8306

IBBS USE ONLY
 Customer ID: _____

SERVICES AGREEMENT

PROPRIETARY INFORMATION

Customer Information	
Legal Name of Company ("Customer"): City of Monroe Georgia	Doing Business As (d/b/a) : City of Monroe
Type of Entity : <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Other: _____	Year Created : 1821
Federal ID #:	State ID of Tax Exempt #:
Primary Address (physical address only): 215 N. Broad Street	City, State and Zip Code: Monroe, GA 30655
Primary Authorized Contact Person: Brian Thompson	Title: GM
Telephone & Fax Number: (T) 770-266-5345 (F)	E-Mail: bkthompson@monroega.gov
Billing Address: same	City, State and Zip Code: same
Billing Contact Person: same	Billing Telephone and/or E-mail Address: (T) same (E)
The Services Exhibits checked below are attached to and made a part of this Agreement on the Effective Date. Any Services Exhibits attached subsequently MUST be attached to this Agreement or be signed separately after the Effective Date. Service Exhibits will become effective on the applicable Exhibit Effective Date in that Exhibit.	
<input type="checkbox"/> Exhibit A – Residential Services <input type="checkbox"/> Exhibit B – Commercial Services <input checked="" type="checkbox"/> Exhibit C – Voice Services <input checked="" type="checkbox"/> Exhibit D – Fax-to-Email Services	

As of the 1st day of September, 2011, ("**Effective Date**"), Integrated Broadband Services, LLC ("**IBBS**") and Customer enter into this Master Services Agreement. IBBS agrees to sell to Customer, and Customer agrees to purchase from IBBS, the Services described in this Agreement and the applicable Service Exhibits, according to the terms and conditions set forth herein and therein. This Agreement shall consist of this cover sheet, the General Terms and Conditions and the Services Exhibits, attached hereto or later signed by both parties (collectively "Agreement").

IBBS and Customer ("Party" or "Parties") agree that each Party has read and understands the Agreement and agrees to be bound hereby. This Agreement shall not be effective until signed and dated by a duly authorized representative of IBBS. The parties have executed this Agreement as of the Effective Date.

Integrated Broadband Services, LLC (IBBS)

City of Monroe Georgia (Customer)

Signature: _____
 (Signature above)

Signature: _____
 (Signature above)

Name: Jose Quintana

Name: _____

Title: CFO

Title: _____

Date Signed: _____

Date Signed: _____

General Terms and Conditions

1. SCOPE. IBBS shall provide to Customer the Services specified in the exhibits attached hereto (the "**Services Exhibits**") during the Term (as defined herein). As used hereinafter, the "**Services**" may, depending on the context and nature of Customer's orders with IBBS, refer singularly or collectively to IBBS' residential, commercial, voice, or other services offering that currently or in the future is identified as a service of IBBS as specified in the Service Exhibits attached to this Agreement and those from time to time signed by both parties in the future. The Agreement may be amended, modified, supplemented, updated and terminated, from time to time, by the mutual written agreement of the parties. Customer may request new services from IBBS and IBBS may offer new services to Customer, and following the mutual written agreement of the parties for such services, the parties shall make such revisions or additions as are necessary to this Agreement and its exhibits. All Services are subject to ongoing availability, including IBBS' ability to offer a Service in compliance with all applicable laws and regulations. All Services Exhibits, as amended and added from time to time by the mutual written agreement of Customer and IBBS, shall be subject to the terms of this Agreement. This Agreement will cover the Services as the Services may be modified, altered, improved or changed by IBBS and Customer from time to time. IBBS is entitled to modify, alter, improve and change the Services and the parties providing the Services without notice. Customer will be deemed to have agreed to the modification, alteration, improvement or change by continuing to use the Service.

2. TERM. This Agreement commences on the Effective Date of this Agreement and shall remain in full force and effect as long as there is a Services Exhibit in effect ("**Term**"). As used hereinafter, "**Term**" may, depending on the context and nature of Customer's orders with IBBS, refer singularly or collectively to the term of IBBS' residential, commercial, voice, or other services offering to Customer. The term of a Services Exhibit shall begin on the Exhibit Effective Date of that Services Exhibit and continue in effect for the agreed term stated in that Services Exhibit. Customer acknowledges that each Services Exhibit may be terminated only in accordance with its express terms or the terms of this Agreement.

3. CUSTOMER RIGHTS AND OBLIGATIONS. IBBS' obligation to provide the Services is conditioned upon Customer fulfilling its obligations and the timely payment of all amounts owed pursuant to this Agreement. Customer specifically agrees that each of the obligations set forth in this Section 3 are material and that its failure to comply with any of these obligations shall constitute a material breach of Agreement permitting IBBS to exercise its termination rights pursuant to Section 10. In the event Customer fails to perform such obligations on a timely basis, the time period during which IBBS is obligated to perform any of the Services impacted by Customer's failure shall be extended to the extent so impacted.

- A. During the Term, Customer agrees to the exclusivity requirements in the Services Exhibits as it relates to that particular Service. In the event that exclusivity is not specified, the Services Exhibit shall automatically default to IBBS being the exclusive provider of the Services that relate to that particular Services Exhibit. In such case, Customer shall not purchase similar services from another provider.
- B. Customer shall use commercially reasonable efforts to market and promote the Services to prospective End Users. Prior to allowing any End User to access the Services, Customer shall ensure each End User is legally bound to the terms and conditions, privacy policy, acceptable use policy, spam policy or any other terms and conditions related to use of the specific Service.
- C. Customer will be solely responsible to invoice and collect all amounts from End Users related to their use of the Services. Customer's payment obligations under this Agreement are not conditioned upon Customer's receipt of payment.
- D. IBBS shall have unrestricted Internet access to Customer's equipment that is necessary for IBBS to perform the Services, including, without limitation, logins, related passwords and IP addresses (collectively, "**Customer Equipment**"). Both parties agree not to make changes to any Customer Equipment

without prior written notice to (which may be in electronic or email form) and consent by the other party, such consent not to be unreasonably withheld.

- E. In connection with Customer's marketing obligations hereunder, IBBS grants to Customer a worldwide, nonexclusive, royalty-free, nontransferable right and license to use certain words and designs that IBBS uses to identify and describe the Services ("**IBBS Marks**"). Customer shall submit all material displaying IBBS Marks to IBBS for its review and approval prior to distribution or publication, such approval to not be unreasonably withheld. Customer's right to use IBBS Marks shall cease upon expiration or termination of this Agreement.
- F. Customer shall not engage in any activities, practices or business endeavors that would: (i) prevent IBBS's ability to perform its obligations hereunder; (ii) adversely impact the reputation of IBBS or its suppliers; or (iii) constitute a false or misleading representation regarding IBBS or its suppliers or the Services.
- G. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or in any way affect IBBS's right to provide any services to other parties.
- H. IBBS reserves the right to modify the rates and charges or eliminate certain components of the Services in the event of any material change in any law, rule, regulation, or any change in the interpretation, application, enforcement thereof, or in either Party's authorization to provide services or conduct business upon not less than thirty (30) days prior written notice to Customer or any shorter notification period necessitated by the change.
- I. IBBS has no obligation to monitor the content or activities of Customer or End Users on the Services but may do so and may disclose such information only to the extent necessary to:
 - i. satisfy laws, regulations, or government subpoenas;
 - ii. prevent or stop fraud or unlawful use;
 - iii. operate the Services properly; and
 - iv. enforce the terms and conditions of the Agreement.
- J. Notwithstanding anything to the contrary, Customer shall be solely responsible for its compliance with all other federal, state and local laws, rules and regulations, including without limitation CALEA, applicable to Customer or applicable to any other services and functionality that the Customer may include in the delivery and resale of the Service to its end users. IBBS shall comply with all applicable laws, rules and regulations relating to the responsibilities expressly assumed by IBBS in the delivery of Service under this Agreement. Each party ("indemnifying party") agrees to indemnify, defend and hold harmless the other party, its Affiliates and their officers, directors, employees and agents from and against any third party claim related to or arising out of the indemnifying party's breach of its obligation under this Section 3J.
- K. Customer shall obtain, pay for and maintain during the Term all insurance that is required in any of the applicable Service Exhibits executed by Customer.
- L. Customer represents and warrants:
 - i. Customer has a non-transferrable right to use IBBS software and shall not allow any third parties or third party providers use of the software without the express written consent of IBBS.
 - ii. Customer's and its End Users' use of the Services will comply with all applicable laws, rules and regulations applicable to their respective uses and performance obligations under this Agreement or any related terms and conditions, acceptable use policy, privacy policy or other policy applicable to each particular Service;
 - iii. Customer will protect the privacy of its End Users under all applicable laws and regulations. Customer may have the ability to access, monitor, use or disclose data available to End Users within the End User accounts. Customer will obtain and maintain consent for all End Users to Customer's access monitoring, use or disclosure of data to IBBS and its

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Customer Initials _____

- suppliers providing Customer with the ability to do so;
- iv. Customer is authorized to provide all data and information submitted to IBBS and has received all necessary consents from End Users for such disclosure and use;
 - v. Customer will not make any warranty or guaranty regarding the Services except as expressly authorized in writing by IBBS;
 - vi. Customer will use commercially reasonable efforts to implement reasonable physical, technical and administrative safeguards for Customer's information technology systems (including but not limited to as required by law), including without limitation preventing any virus, Trojan horse, worm or other disabling code from being transmitted to or introduced into the IBBS systems that provide the Services;
 - vii. Both parties agree not to make changes to any Customer Equipment without prior written notice to (which may be in electronic or email form) and consent by the other party, such consent not to be unreasonably withheld.
- M. Customer will use all commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer will promptly notify IBBS of any unauthorized use of, or access to, the Services of which it becomes aware. In any event, Customer shall be responsible for all use of the Services provided to it regardless of whether it is authorized or if Customer provides notice to IBBS.
- N. Customer is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, letters of authorization, and other consents and waivers necessary for installation and activation of all network, systems, facilities, and equipment necessary for IBBS to provide the Services.
- 4. PAYMENTS; RIGHT TO CANCEL OR SUSPEND SERVICES.**
- A. Customer agrees to pay IBBS' fees in accordance with the terms of this Section 4 and the Services Exhibits for all Services provided hereunder and all applicable taxes and fees in accordance with Section 5. IBBS will invoice Customer either in advance or arrears pursuant to the pricing terms in the respective Services Exhibit.
 - B. All payments to IBBS must be in U.S. funds and shall be made without deduction or set-off.
 - C. Any amount due but unpaid within thirty (30) days of the invoice due date will be charged a late payment fee equal to the lesser of: (i) 1.5% of the unpaid balance per month or (ii) the maximum lawful rate and such late fee will be immediately due and payable without necessity of demand by IBBS.
 - D. IBBS shall also have the right, after giving Customer ten (10) days written notice ("Late Payment Notice"), to cancel or suspend any and all Services until Customer has paid any arrearages, including any late fees.
 - E. If Customer objects to any portion of an invoice, the Customer shall so notify IBBS by providing a written notice of dispute within thirty (30) days of the invoice date. Customer shall identify the specific cause of the disagreement and the amount in dispute. If notice of dispute is not given within the time required by this section, then the invoice is deemed to be accepted as submitted. Customer shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Customer on all unpaid disputed invoice amounts that are subsequently resolved in IBBS' favor and shall be calculated on the unpaid balance from the due date of the invoice. Any dispute over invoiced amounts due that cannot be resolved within thirty (30) calendar days of the notice of dispute by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with the Arbitration provision of this Agreement.
 - F. In the event of any default, Customer shall pay all costs incurred by IBBS in collecting any amounts that are due and payable under this Agreement, including reasonable attorneys' fees and costs.
 - G. Customer's execution of this Agreement signifies Customer's acceptance of IBBS's initial and continuing credit review and approval. IBBS reserves the right to condition provision of Services on such credit review and/or reasonable assurance of payment.
 - H. No acceptance of partial payment(s) by IBBS shall constitute a waiver of any rights to collect the full balance owed under the Agreement. IBBS reserves the right to: (a) vary the billing frequency at any time upon mutual agreement of the Parties; and (b) re-issue any bill if any error is subsequently discovered. If a payment is dishonored or cancelled, Customer shall reissue such payment in a form acceptable to IBBS and pay to IBBS any: (a) resulting bank or other charges incurred by IBBS; and (b) associated reasonable administration charge imposed by IBBS.
 - I. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to IBBS under the Agreement or at law or in equity.
- 5. TAXES.** All amounts due hereunder are net amounts to be received by IBBS. Customer shall be responsible for and shall pay directly, any and all applicable local, state, and federal taxes, duties and charges of whatever kind incurred (including, without limitation, all sales, services, withholding, excise, ad valorem and use, value added, consumption, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges that IBBS is permitted by applicable law to invoice Customer to recover IBBS' costs that result from local, state and federal taxes, fees and regulation imposed by governmental or quasi-governmental bodies in connection with any Service, as they may change from time to time during the course of the Agreement. Customer will be responsible to pay any taxes described above that become applicable retroactively. Charges for taxes, fees and surcharges as described above may be changed or added without notice as a result of any change in the applicable tax law or tax rates.
- 6. LIMITED WARRANTY; DISCLAIMERS.** IBBS represents and warrants to Customer that IBBS has the right to furnish the Services to Customer as provided hereunder. The warranties with regard to any equipment provided by IBBS for Customer's use are extended solely by the manufacturer(s) of such equipment to the extent such warranties are assignable to Customer. The warranties with regard to any third party software provided by IBBS for Customer's or any End User's use in connection with the Services are extended solely by the licensor(s) of such software in accordance with the warranty, if any, of such licensor. EXCEPT FOR THE LIMITED WARRANTY CONTAINED IN THE FIRST SENTENCE OF THIS SECTION 6, THE SERVICES (INCLUDING WITHOUT LIMITATION ALL PROPRIETARY SOFTWARE OF IBBS AND ITS THIRD PARTY PROVIDERS THAT CUSTOMER MAY HAVE THE RIGHT TO USE IN CONNECTION WITH SUCH SERVICES) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND IBBS AND ITS THIRD PARTY PROVIDERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. IBBS DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY REGARDING THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IBBS makes no representation or warranty as to the extent of regulation applicable to Customer or its services.
- 7. INDEMNIFICATION.**
- A. Customer shall indemnify, defend and hold harmless IBBS and its Third Party Providers and their officers, managers, members, representatives, agents, suppliers, and employees ("Indemnified Parties") from and against all damages, losses, fines or forfeitures, costs and expenses, including reasonable attorneys' fees, penalties and interest (collectively, "Costs"), arising from or relating to Customer's or its End Users' use, resale or modification of the Services, including without limitation: (i) any fraud or unauthorized use of the Services; (ii) any claim by Customer, its End User(s) or any third party relating to the

use of the internet by Customer, an End User or any third party, including (a) unauthorized access of any data or files sent or received, (b) receipt of files or software containing virus or other damaging or destructive attributes, (c) access to content on the internet that is infringing, inaccurate, abusive, obscene, profane or sexually offensive or (d) failure of any blocking or filtering software, (iii) problems resulting from the Customer or End User combining or integrating the Services with other products, services, systems or software; (iv) any infringement, misappropriation or violation of the intellectual property rights resulting from any use of the Services (including without limitation the software that is provided by IBBS in connection with the Services and its graphical user interface) or modification thereof by the Customer or any agent, employee, representative, End User or transferee of the Customer; and (v) any use of the Services (including without limitation Customer modification or configuration of the Services to manage network traffic) in violation of federal law, policy or regulation or the terms of this Agreement, or Customer's gross negligence or willful act or omission arising out of or related to the Agreement; provided that Customer is given prompt written notice of such claim by IBBS. In addition, Customer shall indemnify, defend and hold harmless the Indemnified Parties against Costs that arise out of or relate to Customer's failure to make payments under this Agreement when due. Notwithstanding the foregoing, Customer shall have no indemnification obligation for Costs to the extent that such Costs (i) were caused by the gross negligence or willful misconduct of IBBS, its agents, employees, officers or subcontractors, or (ii) arise from a claim that the Services, in the form originally furnished by IBBS, infringe any third party's proprietary rights.

B. IBBS will defend, indemnify and hold Customer harmless against any damages awarded in a final judgment by a court of competent jurisdiction arising out of any suit, claim, or proceeding (collectively referred to as a "Claim") that alleges (i) gross negligence or willful misconduct of IBBS in the performance of its obligations hereunder; (ii) the Services in the form originally furnished by IBBS violate federal law; or (iii) the Services in the form originally furnished by IBBS infringe or misappropriate any U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret of any third party; provided, that (i) Customer promptly notifies IBBS in writing of any such Claim; (ii) Customer makes no admission of liability and gives IBBS sole authority, at its expense, to direct and control all defense, settlement or compromise negotiations; (iii) Customer provides IBBS with full information and assistance that may be reasonably required to defend any such Claim. IBBS will have no obligation or liability with respect to any Claim based upon (i) any Service (including any software related thereto) that has been altered at the request of Customer; (ii) any customer proprietary information or Marks; (iii) the combination, operation or use of any Service with products not furnished by IBBS when such combination is part of any allegedly infringing process; or (iv) use of the Services in breach of this Agreement. If the Services become, or in IBBS's opinion is likely to become, the subject of a Claim, IBBS may at its option (i) procure for Customer the right to continue using the Services, or (ii) provide Customer a replacement or modified Service that is non-infringing. If neither of the foregoing alternatives is reasonably available to IBBS as determined by IBBS, then IBBS may terminate this Agreement upon thirty (30) days written notice to Customer, and IBBS will repay any amounts IBBS received from Customer for the Services provided the thirty (30) days immediately preceding the date of termination. The foregoing states the entire liability of IBBS and the sole and exclusive remedy of Customer with respect to indemnification for patent, trademark, copyright and trade secret infringement or misappropriation related to the Services.

8. LIMITATION OF LIABILITY. WITH THE EXCEPTION OF SECTION 7B INDEMNIFICATION AND SECTION 9 CONFIDENTIALITY, THE ENTIRE LIABILITY OF IBBS AND ITS THIRD PARTY PROVIDERS OF WHATEVER NATURE ARISING IN CONNECTION WITH THIS AGREEMENT AND ITS RESPECTIVE SERVICES EXHIBITS, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONTHLY RECURRING FEES ACTUALLY PAID BY CUSTOMER TO IBBS FOR THE SERVICES THAT WERE PROVIDED PURSUANT TO THE SERVICES EXHIBIT FROM WHICH THE LIABILITY AROSE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHICH THE EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS. IN NO EVENT SHALL IBBS OR ITS THIRD PARTY PROVIDERS (OR THEIR OFFICERS, MANAGERS, MEMBERS, AGENTS, AFFILIATES,

REPRESENTATIVES AND EMPLOYEES) BE LIABLE TO CUSTOMER, ITS END USERS OR AFFILIATES (AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, OR LOST TIME, SAVINGS, PROPERTY, DATA, PROFITS OR GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER IBBS OR ITS THIRD PARTY PROVIDERS HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGE OCCURRING OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE. In no event shall IBBS be liable for any loss, damage or claim arising out of or related to: (i) any act or omission of any third party, including but not limited to Customer or its users; (ii) any unlawful, tortious, or unauthorized use of the Services; (iii) infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of the Services; (iv) breach in the privacy or security of communications transmitted using the Services; (v) any non-completion of communications due to network or other conditions; or (vi) failures or breach of protective measures on Customer's network.

9. CONFIDENTIALITY. Neither party shall disclose the terms of this Agreement except (i) as required by applicable law or regulation, (ii) to its employees and agents with a need to know such terms, or (iii) in connection with a potential merger or sale of all or substantially all of its assets; provided that the receiving party agrees in writing to be bound by substantially similar restrictions to the ones contained in this Agreement.

A. For the purposes of this Agreement, "**Confidential Information**" means any and all (i) technical and non-technical information including patent, trade secret and proprietary information, software, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment and algorithms related to the Services, and related documentation, (ii) information relating to costs, prices (including prices under this Agreement) and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) all non-public Customer information; (iv) information designated Confidential Information pursuant to this Agreement; (v) trade secrets, and (vi) information designated by either party as confidential in writing or, if disclosed orally, reduced to writing within thirty (30) days. Notwithstanding the foregoing, the confidentiality restrictions contained in Section 9B shall not apply to Confidential Information of a disclosing party that: (1) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (2) is previously known and has been reduced to tangible form by the receiving party at the time of disclosure, as shown by contemporaneous written documentation, and is not subject to restriction; (3) is independently developed or learned by either party, without any reliance upon any Confidential Information of the other party; (4) is lawfully obtained from a third party who has the right to make such disclosure; or (5) is released for publication in writing.

B. Each party agrees that it will not and will ensure that its employees, agents and contractors will not make use of, disseminate, or in any way disclose any Confidential Information of the other party or a Third Party Provider of the other party to any person, firm or business, except (i) as may be reasonably necessary for such party's performance of its obligations and exercise of its rights under this Agreement, and (ii) for any purpose the disclosing party may hereafter authorize in writing or as mandated to be disclosed by law. Each party's obligations under this Section 9 will continue in effect during the Term and for three (3) years thereafter, provided however, each party's obligations with respect to information that is a trade secret shall continue so long as such information is deemed a trade secret under applicable law. If the Confidential Information is mandated to be disclosed by law then the disclosing party will give the other party immediate notice to allow that party time to attempt to enjoin the production of such information. Each party agrees that it will treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, and each party represents that it exercises reasonable care to protect its own Confidential Information.

10. SUSPENSION AND TERMINATION.

A. In addition to any other rights at law or in equity, IBBS may immediately suspend the delivery of any or all Services and/or terminate this Agreement or the applicable Services Exhibit at any time in the event that Customer (i) becomes insolvent or bankrupt or ceases paying its debts to third-parties or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; or (ii) breaches any material term of this Agreement, except for breaches for non-payment, and fails to remedy such breach within thirty (30) days after receipt of written notice from IBBS; or (iii) fails to pay any arrearages, including any late fees, within the appropriate time frame after IBBS has provided Customer with a Late Payment Notice.

B. Customer may terminate: (i) the Services Exhibit of this Agreement for breach of that Services Exhibit by IBBS subject to Customer providing IBBS thirty (30) days after receipt of written notice from Customer and an opportunity to cure during such thirty (30) day period (other than for any Service related claims, which shall be governed by the remedies set forth in this Agreement); or (ii) the Agreement for breach of a material term of the Agreement by IBBS, except where such term is only applicable under a Services Exhibit, and fails to remedy such breach within thirty (30) days after receipt of written notice from Customer and an opportunity to cure during such thirty (30) day period (iii) the Services Exhibit at the end of the Exhibit Term by providing the proper notice pursuant to the terms the Agreement. Customer is not entitled to terminate the entire Agreement based on a default in some but not all of the Services Exhibits. Customer shall submit to IBBS formal written notice of termination to IBBS in accordance with the Section 17 of this Agreement and such notice shall contain the reason for and date of termination.

C. In the event of termination or expiration of the Term of this Agreement: (i) each party shall immediately either return all Confidential Information of the other party that has been furnished to it or destroy such materials and certify in writing to the other party that such party has complied with the provisions of this section; and (ii) Customer shall be immediately liable for all amounts owed under the Agreement up to and including on the date of termination and such amount will become due and payable subject to payment terms in this Agreement. Upon any termination or expiration of this Agreement for any reason, all rights and obligations of the parties under this Agreement shall cease except for: (i) the obligations of either party to make any payments to the other which have accrued as of the effective date of such termination or expiration and (ii) the rights and obligations of the parties pursuant to Sections 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 21, 22, and 23 of this Agreement and all provisions of the Services Exhibits that either (a) expressly state they will survive or (b) should survive in order to fulfill the provision.

D. In the event that any Services Exhibit or this Agreement is terminated for any reason other than pursuant to Section 10B, Customer shall remain liable to pay IBBS for the termination fees related to that Services Exhibit or this Agreement in addition to all charges accrued but not paid for as of the termination date.

E. In the event Customer sells or otherwise disposes of a system or set of systems that are being served under this the Agreement, and the Agreement is not assumed by the purchaser of the affected system(s), the Customer agrees to pay IBBS the sale/disposal fees as outlined in each of the Services Exhibit in addition to all charges accrued but not paid for as of the sale/disposal date.

F. Both Parties agree that no termination shall be effective unless formal notice is delivered by the terminating party to the other party pursuant to the Section 17 of this Agreement.

11. NON-RECRUITMENT OF EMPLOYEES. IBBS and Customer recognize and acknowledge that their employees possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both parties agree not to recruit or employ, either directly or indirectly, a present employee of the other party during the Term and 1 year after without the other party's prior written consent.

12. PROPRIETARY RIGHTS. This Agreement shall not be construed to grant to Customer, any End User or any other third party any ownership right, title or interest in any intellectual property rights embodied in or associated with the Services (including without limitation the software that may be provided by IBBS in connection with the Services and its graphical user interface and any modifications or enhancements thereto) other than a non-exclusive, limited right and license to use and access such software and user interfaces as may be necessary to utilize the Services during the term of this Agreement. All intellectual property rights, title and interest in the methodology, technology and know-how that IBBS uses to perform the Services shall remain exclusively with IBBS and its licensors, as applicable. Customer shall not and shall not permit any third party to disassemble, reverse engineer or similarly manipulate all or any portion of such software, or create derivative works based on such software. Unless the parties mutually agree otherwise in writing, as between Customer and IBBS, IBBS will own all rights, title, and interest in any custom developments relating to the Services or any related software, including all rights, title, and interest in all worldwide copyrights, trade secrets, trademarks, service marks, patents, utility models, industrial designs, confidential and proprietary rights or any other intellectual property category known or to be known, therein. Customer acknowledges that any breach by it of Section 8 or this Section 12 will result in irreparable harm to IBBS for which remedies other than injunctive relief may be inadequate, and that IBBS shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such breach, without posting a bond, in addition to other appropriate remedies.

13. PUBLICITY. IBBS will have the right to include Customer's name in its list of clients, for both internal and external use. Subject to Customer's prior written consent, IBBS shall also have the right to use the Customer name and logo in sales and marketing collateral, press releases, and in IBBS presentations.

14. ASSIGNMENT; AMENDMENT.

A. Neither party hereto may assign, subrogate or transfer any interest, obligation or right under this Agreement, whether voluntarily, by operation of law or otherwise, without the prior consent of the other party (which consent shall not be unreasonably withheld, delayed or conditioned), and any such attempt shall be null and void. Notwithstanding the foregoing, (i) IBBS may assign this Agreement, in its entirety, without the other party's consent, to any direct or indirect wholly-owned subsidiary of IBBS, and (ii) either Party shall assign this Agreement to any legal entity which acquires all or substantially all the assets and business of such party, whether by merger, sale of stock, sale of all or substantially all the assets and business of such party, reorganization, recapitalization, or other form of business combination or consolidation ("Acquiring Party"), and that Acquiring Party shall be legally bound by the terms and conditions of this Agreement, and the assigning, selling or reorganizing Party shall remain liable under this Agreement also. This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns. Upon the effective date of any assignment by Customer, Customer shall be liable to IBBS for all taxes and surcharges unless and until Customer submits new exemption certificates, even if IBBS fails to bill such charges.

B. IBBS is entitled to delegate the performance of the Services to other parties and to change those parties from time to time in its discretion.

C. No additional terms, consent, waiver, alteration or modification of any provision of this Agreement shall be binding unless both parties agree in writing.

15. NO WAIVER; SEVERABILITY. Failure by either party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of such provision and shall not in any way affect the validity of this Agreement or any part thereof or the right of the other party thereafter to enforce the provisions hereof. The provisions of this Agreement are severable, and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.

16. FORCE MAJEURE. Notwithstanding anything herein to the contrary, IBBS shall not be liable to Customer or any third party for any failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, failure in operation of the relevant portion of the Internet due to a technology failure (other than arising out of the neglect or mishandling by IBBS) or failure in the performance of a third-party or its equipment, acts of any governmental body, declared and /or undeclared war or any act of war or resemblance thereto, terrorism, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services, cable cut, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision or Services.

17. NOTICES. Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses specified in the cover page of this Agreement or such other addresses as may later be specified by written notice, and will be considered given either: (i) when delivered by facsimile or e-mail, so long as duplicate notification is sent via regular U.S. Mail or overnight delivery; (ii) when delivered in person to the party; (iii) when deposited in either registered or certified U. S. Mail, return receipt requested, postage prepaid; or (iv) when delivered to a nationally recognized overnight courier service.

For Customer, Notices shall be sent to the address provided in the Customer Information section, unless specified differently herein:

Physical address only:

City, State and Zip Code

Attention:

For IBBS, Notices shall be addressed to:

**Integrated Broadband Services
200 Chastain Center Blvd, Suite 200,
Kennesaw, GA 30144
Attention: Chief Financial Officer**

18. CONTRACTORS. IBBS may engage third parties to provide certain services in connection with this Agreement. Regardless of whether any services are subcontracted to third parties, IBBS shall be responsible for performing its obligations under this Agreement. To the extent that IBBS engages third party subcontractors, IBBS shall be solely responsible for any payments due to such subcontractors.

19. NO PARTNERSHIP; GOVERNING LAW; ARBITRATION. This Agreement will not be construed as constituting either party as partner, joint venture, fiduciary or employee, or employer of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Georgia without giving effect to its conflict of laws rules. Any cause of action Customer may have with respect to the Services must be brought

within 1 year after the date that Customer would reasonably have first become aware of such cause of action or else such cause of action is barred. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration conducted in Cobb County, Georgia, and administered by the American Arbitration Association ("**AAA**") according to its prevailing rules, and judgment upon the award rendered by the arbitrator may be entered in any state or federal court having jurisdiction in the State of Georgia; provided, however, that any party seeking only equitable remedies may seek such remedies in the state or federal courts of competent jurisdiction over Cobb County, Georgia. Customer consents to the personal jurisdiction and venue of such federal and state courts and AAA office having jurisdiction over Cobb County, Georgia with respect to all disputes arising out of this Agreement, Customer's use of the Services or otherwise between Customer and IBBS, and Customer waives all rights of removal. The prevailing party shall be entitled to recover all costs of arbitration, including attorneys' fees and expenses, from the non-prevailing party in any arbitration under this Agreement.

20. NO THIRD PARTY BENEFICIARIES. Except for the third party providers to which IBBS may from time to time delegate performance of some of the Services and except as stated otherwise in Article B Third Party Provisions of a Services Exhibit, the terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Agreement, including without limitation, Customer's End Users.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. Each party agrees that the execution and delivery of this Agreement by facsimile or by e-mail shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or e-mail signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

22. CONFLICT. In the event of any conflict between General Terms and Conditions of the Agreement and the terms and conditions of any Services Exhibit or other attachments to this Agreement, the order of precedence is as follows: (1) the Services Exhibits attached hereto or hereafter signed by Customer and IBBS, (2) the General Terms and Conditions of this Agreement, (3) all other attachments provided herein. In the event of any conflict between the terms and conditions of any Services Exhibit, with another Services Exhibit or another part of this Agreement, the terms and conditions of the Services Exhibit shall control and govern over the other Services Exhibits and the other portions of this Agreement with respect to the Services described in that Services Exhibit.

23. ENTIRE AGREEMENT. This Agreement, including any Services Exhibit executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Services and supersedes all prior agreements, understandings, proposals, or representations relating to the Services, which are of no further force or effect. **Notwithstanding the foregoing, the Services Agreement between IBBS and Customer dated August 13, 2008, shall govern with respect to the Residential Services until such agreement is terminated or until such time that both parties mutually agree to amend the terms of the Residential Services.**

Version # 01 last edited on 2011-08-22

Integrated Broadband Services, LLC
200 Chastain Center Blvd, Suite 200,
Kennesaw, GA 30144
Tel: (770) 387-2053 Fax: (678) 581-8306

IBBS USE ONLY
 Customer ID: _____
 Term Start Date: first invoice
 Term (yrs): 3 years

EXHIBIT C: Voice Services

PROPRIETARY INFORMATION

Customer Information	
Legal Name of Company ("Customer"): City of Monroe Georgia	Doing Business As (d/b/a) : City of Monroe
<p>Term and Exhibit Effective Date</p> <p>As of the <u>1st day of September, 2011</u> ("Exhibit Effective Date"), Integrated Broadband Services, LLC ("IBBS") and <u>Customer</u> enter into this Exhibit C for Voice Services. This Exhibit C is hereby made a part of the Master Service Agreement dated <u>September 1, 2011</u>, on the Exhibit Effective Date. The Master Services Agreement and this Exhibit C together with any other Exhibits or amendments are collectively the "Agreement".</p> <p>This Exhibit C shall commence on the Exhibit Effective Date and shall continue for a period of <u>3 years</u> from the Commencement Date ("Initial Term"). The term shall automatically renew for successive <u>1 year</u> periods ("Renewal Term") unless written notice is given by either party of its intent not to renew for the forthcoming term not less than ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and Renewal Term shall together be referred to as the "Term". The "Commencement Date" is the date IBBS first invoices Customer for the Services provided under this Exhibit C (not including any invoices for one-time set-up fees).</p>	
<p>Services and Fees</p> <p>IBBS agrees to provide the voice-over-IP services ("Voice Services" or "Services") described herein. Customer shall pay IBBS in accordance with the terms of this Services Exhibit C and the Agreement.</p>	
<p>Schedules</p> <p>The Schedules checked below are attached to and made a part of this Services Exhibit C. Any Schedules attached subsequently MUST be attached as part of an amendment to the Agreement:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Schedule C-1: Voice Implementation Services <input checked="" type="checkbox"/> Schedule C-2: Residential Voice Services <input checked="" type="checkbox"/> Schedule C-3: Commercial Voice Services <input checked="" type="checkbox"/> Schedule C-4: A-la-carte Residential Voice Services <input checked="" type="checkbox"/> Schedule C-5: A-la-carte Commercial Voice Services <input checked="" type="checkbox"/> Schedule P-1: Additional Pricing Terms & Conditions 	

IBBS agrees to sell to Customer, and Customer agrees to purchase from IBBS, the Services described in this Exhibit C, according to the terms and conditions set forth herein. Services and service providers are subject to change without notice. Continued use of the Services after a change constitutes acceptance and agreement to the change. This Exhibit C shall consist of this cover sheet, the Exhibit Terms and Conditions and the Schedules, attached hereto. This Exhibit C hereby incorporates the terms of the Agreement ("**Agreement Terms**") and the terms of this Exhibit C ("**Exhibit Terms**").

IBBS and Customer (each a "**Party**" or collectively "**Parties**") agree that each Party has read and understands the Agreement and agrees to be bound thereby. In the event of a conflict between the Agreement Terms and the Exhibit Terms, the Exhibit Terms shall control. This Exhibit C shall not be effective until signed and dated by a duly authorized representative of IBBS. The parties have executed this Exhibit C as of the Exhibit Effective Date.

Integrated Broadband Services, LLC (IBBS)

Signature: _____
 (Signature above)

Name: Jose Quintana

Title: CFO

Date Signed: _____

City of Monroe Georgia (Customer)

Signature: _____
 (Signature above)

Name: _____

Title: _____

Date Signed: _____

Exhibit Terms and Conditions

Article A – General Provisions

1. **Scope.** This Exhibit C sets forth the terms and conditions under which IBBS shall provide to Customer during the Term the voice-over-IP services (“Voice Services” or “Services”) specified in the schedules attached hereto (the “Schedules”).
 - 1.1. The Voice Services permits Customer to provide originating and terminating local and long-distance IP-based voice services to End Users via a broadband connection.
 - 1.2. The Voice Services performs an IP to PSTN hand-off (and vice-versa) by converting the IP-based communications originated by End Users to the TDM (or related protocol) used by end-users on the PSTN and facilitates a connection between the two networks. End User-originated calls will be routed to IBBS via IP.
 - 1.3. Customer agrees that only IBBS, and not Customer, shall have a right to collect and retain any terminating access charges, reciprocal compensation or other types of intercarrier compensation from the carriers delivering traffic to End Users. Any such collection by Customer shall be a material breach of the Agreement, and any such funds collected shall be immediately remitted to IBBS.
 - 1.4. **Limitations.** The Service is available only in select Markets as determined by IBBS in its sole discretion. Service is limited to End Users physically located in areas served by IBBS. Customer shall in all cases assign telephone numbers to End Users based on the End Users’ locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. Service is not to be used with any “virtual numbering” or foreign-exchange-like arrangements. The Service may not support and IBBS reserves the right to not accept 976, 900, 101XXXX and such other call types in which charges typically would be billed to the originating caller on behalf of a third party terminating carrier and IBBS might be expected to act as a collection agent. If IBBS completes any such call, Customer is responsible for paying all charges passed through by IBBS.
2. **Exclusivity.** Customer agrees that IBBS shall be the exclusive provider of Voice Services (or any similar services) to Customer during the Term. Customer shall not purchase services similar to the Voice Services from any other party during the Term.
3. **Voice Interoperability Testing.** In the event interoperability testing is required, to be determined in IBBS’ sole discretion, IBBS and Customer shall jointly conduct interoperability testing of the Voice Services to ensure that IBBS can support Customer’s call flows. The Parties shall alert one another of any changes to their respective networks and the Parties shall jointly determine whether additional testing is required as a result of those changes. IBBS reserves the right to cancel (without liability) any Customer Order(s) or Schedule(s) in instances where Customer fails the initial testing or has implemented network or operational changes without successfully completing additional interoperability testing.
4. **Customer Prerequisites and Obligations.** Customer qualifies for the Voice Services under this Exhibit C only if it continuously meets all of the following contractual conditions for the Term:
 - 4.1. In addition to all other Customer responsibilities as set forth in this Exhibit C, Customer shall be responsible for the following for all its End Users:
 - 4.1.1. providing broadband Internet connectivity for each End User whether provided by Customer or third-parties;
 - 4.1.2. providing all equipment, software, facilities and/or connectivity necessary for the End User’s voice over IP communications to reach and interoperate with the Voice Services and IBBS’ network;
 - 4.1.3. providing all other equipment, software and other facilities to be installed at the End Users’ premises, including without limitation, routers, IP enabled phones and/or analog terminal adapters;
 - 4.1.4. inputting, validating, timely updating, and maintaining End User information in the IBBS online integrated provisioning system so that IBBS can submit such Customer-provided information to all applicable national databases, including, without limitation, all 911/E911 databases, Automatic Local Identification (ALI), Line Information Database (LIDB), Directory Assistance/Directory Listing (DADL), and Caller ID with Name (CNAM). In the event of an address geo-coding or MSAG validation failure, IBBS will make commercially reasonable efforts to resolve the records in error, but Customer bears full responsibility for any resulting delays. Addresses in error that cannot be resolved will be returned to the Customer for handling individually with the Customer’s End User;
 - 4.1.5. making all filings and payments required by law of interconnected VoIP service providers, including but not limited to the annual FCC Form 499-A; quarterly Form 499-Q (if required); the annual FCC Customer Proprietary Network Information certification; bi-annual FCC Form 477; state and federal universal service contributions, 911 assessments and all other applicable taxes, fees and assessments;
 - 4.1.6. Customer must enter into an agreement with each End User in a form customary for the industry. Customer will use commercially reasonable efforts to enforce the terms and conditions of all agreements entered into by Customer. Such agreement shall : (i) require End Users to acknowledge and agree (both in the customer agreement and also on a separate one-page 911 document that is signed by End User, and which Customer shall provide a copy to IBBS promptly upon request) to the limitations of the 911 Services, including the differences between the 911 Services provided by IBBS and traditional 911 services, as set forth in Section 5 of this Exhibit, and a release of IBBS for any and all claims arising out of any user of the Services use or attempted use of 911 Services; (ii) extend any limitations of liability that Customer has contracted for itself from its End Users to IBBS (which may be referenced as a supplier); (iii) not make any warranty or guaranty regarding the Voice Services that are not made by IBBS in this Exhibit C and the Agreement; and (iv) require that the End User assures that any person using Customer’s services will comply with all applicable laws, rules and regulations applicable to their use, as well as Customer’s acceptable use and privacy policies (which must comport with the terms of this Agreement and applicable law), and acknowledge that Customer and its suppliers may suspend or terminate service upon reasonable belief that unlawful or non-compliant usage or purpose is detected.
 - 4.2. Customer expressly agrees not to use Services associated with the unlimited inbound or outbound calling for auto-dialing, continuous or extensive call forwarding, call center traffic, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard calling patterns.
 - 4.3. Customer must comply with the federal Telephone Consumer Protection Act and other laws or regulations pertaining to “do not call” lists or registries.

- 4.4. Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it (i) is anything other than the type of traffic delivered to Customer (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail.
- 4.5. Customer shall manage and correct, as necessary, any fraudulent calling patterns and shall otherwise screen and block invalid calling. IBBS shall have the right (but not the obligation) to take protective action against Customer or individual End Users in order to protect IBBS' network which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in IBBS' reasonable discretion).
- 4.6. Customer must obtain all necessary authorizations and provide all necessary End User data in order to port an End User to IBBS' network, including but not limited to (i) a blanket Letter of Authorization ("LOA") executed by the End User or a valid Third Party Verification ("TPV"); (ii) list of all TNs for porting; (iii) End User service address, billing address, and 911 address; (iv) DA/DL information; (v) CNAM information; (vi) device information (type, make, model, and MAC address); and (vii) time zone.

5. Emergency 911 Service.

- 5.1. Limitations of 911 Service. IBBS shall provide 911 Services to Customers and End Users as part of the Voice Services, subject to the following limitations, all of which are acknowledged and agreed to by Customer:
- 5.1.1. 911 Services shall only be available in the Rate Center associated with the particular DID/DOD as defined by the LERG and only if the End User's service address is within such Rate Center.
- 5.1.2. IBBS uses third-party vendors to provide 911, and may not have control over whether, or the manner in which, calls using 911 Service are answered or addressed by any local emergency response center. The 911 Service does not guarantee that a 911 call will be delivered to a PSAP. In the event that a call cannot be routed to a PSAP, IBBS will attempt to route it to an ECRC.
- 5.1.3. 911 Services may not function effectively or at all in the event that (i) a DID/DOD is assigned to an End User located outside of the Rate Center associated with such DID/DOD; (ii) the telephone device to which a DID/DOD has been assigned is moved outside of the Rate Center associated with such DID/DOD; (iii) outage, degradation or other disruption of power at the End User location; (iv) outage, degradation or other disruption of the End User broadband connection; (v) Customer's failure or delay in maintaining and updating End User information as required in Section 4.1.4; (vi) End User's telephone service has been suspended or terminated for any reason, including by IBBS in accordance with the terms of the Agreement; or (vii) equipment that is or should have been provided to or supplied by the Customer or End User to use 911 Services fails to function properly or is improperly installed or configured.
- 5.2. Location Information for Multi-line End Users. Customer's agreement with End Users operating multi-line telephone systems shall require the End Users to comply with all applicable laws regarding the provision of location information for use with 911 services. For all multi-line End Users, whether required by law or not, this shall include the provision, and continuous updating, in the event of any move within a customer premises, for each telephone number (i) a floor number for multi-floor buildings; (ii) a building name or number

for campus environments; and (iii) a suite number for multi-suite environments. End Users should also provide additional information that could assist emergency responders to quickly reach the caller's specific location.

- 5.3. Limitations of Liability. Customer agrees that IBBS shall have no liability or responsibility for the conduct, omissions or failures of local emergency response centers, ECRCs, the national emergency calling center, PSAPs, or emergency responders, or for any failure of requests for 911 assistance that results from the act or omission of a third party. Customer agrees that IBBS (and its directors, officers, employees, suppliers and agents) shall not be liable for any loss or damage sustained by Customer or any user of Customer's services caused or claimed to have been caused by any failure, delay, interruption or degradation of the 911 Services resulting from the limitations set forth in this Section 5, or, absent gross negligence or willful misconduct by IBBS, for any failure, delay, interruption or degradation of the 911 Services whatsoever. Notwithstanding the foregoing, in no event shall IBBS' liability under this Agreement to Customer for any loss arising out of the 911 Services or any errors, interruptions, defects, failures or malfunctions of the 911 Services, including any and all equipment and data processing systems associated therewith exceed an amount equal to the average monthly recurring charge paid to IBBS by Customer pursuant to this Exhibit. The Parties waive any claim that these exclusions or limitations deprive it of an adequate remedy or cause this Agreement to fail of its essential purpose.
- 5.4. Indemnification. In the event that a 911 call taker is unable to determine the location of the caller for any reason, including but not limited to a loss of connectivity or caller's inability to speak, Customer acknowledges that IBBS or IBBS' service provider(s) has no further ability to assist the caller and Customer agrees to indemnify and hold harmless IBBS from all third party claims arising from such circumstances. Customer shall at all times defend, indemnify and hold harmless IBBS, its directors, officers, employees, suppliers, and agents from any and all third party claims relating to any use or attempted use of 911 Services provided by IBBS to Customer.
6. Customer Order Process.
- 6.1. IBBS shall determine acceptance of Orders for new services in accordance with the policies and procedures in effect when the Order is placed. Customer's request for Services shall include a good-faith DID/DOD and usage forecast as required by Section 6.4 below. Upon execution of this Exhibit, or during the initial launch process, the Parties shall agree to a service testing and acceptance schedule and tentative service activation date.
- 6.2. Orders. Following activation of Voice Services in any Market, Customer may submit order(s) to activate service to individual End Users for use of Voice Services within such Market ("Order"). Orders may be submitted by Customer through an on-line web portal ordering system. The ordering system will allow Customer to (i) submit Orders; (ii) maintain, update and validate End User information pursuant to Section 4.1.4; (iii) submit End User related change orders; (iv) disconnect End Users; and (v) perform such other functionality as IBBS makes available from time to time.
- 6.3. Confirmation. Following Customer's submission of an Order and subject to DID/DOD availability or completion of any porting pursuant to Section 7 (as applicable), IBBS will provide Customer with a confirmation (via electronic or other means) that the End User has been activated together with the assigned DID/DOD.
- 6.4. Forecasts. Contemporaneous with submission of any Market Order and on an ongoing calendar quarter basis thereafter, Customer shall make reasonable efforts to provide IBBS with a

non-binding demand forecast setting forth Customer's estimated forecasted usage and DID/DOD quantities by Market or Rate Center to facilitate IBBS' planning efforts in support of Customer. Customer shall deliver such quarterly forecasts to the IBBS account team assigned to Customer (or to such other address provided by IBBS to Customer from time to time). IBBS shall treat these forecasts as Confidential Information in accordance with the Agreement. IBBS will take responsibility with respect to the Numbering Resource Utilization/Forecast ("NRUF") reports with the North American Numbering Plan Administrator and, absent changes in law or filing requirements, Customer need not separately submit such reports.

7. Voice Local Number Portability.

7.1. Porting In. Upon submission of an End User Order, Customer may elect to port an existing telephone number to IBBS ("Port-In") for activation on behalf of the particular End User for use of the Service. IBBS will support all valid requests in serviceable Rate Centers and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and IBBS's standard operating procedures. Customer hereby represents and warrants to IBBS that Customer has all necessary rights and authority necessary for any Port-In, will provide copies of letters of authority authorizing the same upon request and Customer hereby agrees to indemnify, defend and hold harmless IBBS and its officers, managers, members, representatives and employees from and against any third party claim related to or arising out of any Port-In (or request for Port-In).

7.2. Porting Out. Customer acknowledges and agrees that IBBS may receive requests by an End User or third-party providers acting as agent on behalf of an End User ("Requesting Party") to port a telephone number currently assigned to an End User to a third party providers ("Port-Out"). The parties agree that IBBS will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with IBBS' Port-Out practices. Upon completion of the Port-Out, the Service associated with that TN shall be deemed disconnected and Customer shall be responsible for all charges that accrued through the date of the port completion.

7.3. Telephone Number Assignment. Customer acknowledges that use of the Service does not give it or End Users any ownership or other rights over telephone numbers. IBBS will exercise commercially reasonable efforts to gain access to telephone numbers to support the Service as forecasted by the Customer, but IBBS does not guarantee such availability. IBBS may upon ten (10) days' prior written notice reclaim any telephone numbers provided by IBBS hereunder that have not been used by Customer in connection with the Service within the immediately preceding one hundred and twenty (120) day period. No refunds shall be made to Customer regarding reclaimed telephone numbers.

8. Directory Listings.

8.1. At Customer's request, IBBS may collect End User subscriber listing ("SL") information provided by Customer for placement in appropriate directories (including, but not necessarily limited to, "white pages," "yellow pages," electronic directories, and directory assistance databases). IBBS does not publish or maintain directories itself, but provides subscriber listing information to unaffiliated directory publishers and directory assistance service providers that request it. Once subscribers' names, addresses, and telephone numbers appear in telephone directories or directory assistance databases, they may be sorted, packaged, repackaged and made available again in different formats by anyone. IBBS will take reasonable precautions to ensure that non-published and unlisted numbers are not included in telephone directories or directory assistance services, but cannot guarantee that errors will never occur.

8.2. Customer will adhere to all practices, standards, and ethical requirements with regard to listings. By providing IBBS with listing information, Customer warrants that it has the right to place such listings on behalf of End Users.

8.3. Customer acknowledges, and will inform End Users as appropriate, that IBBS cannot correct any errors in End User names, addresses, or telephone numbers appearing in, or omitted from, third-party directories until the next available publication of those directory lists. Further, IBBS has no control over information appearing in the directory lists or directory assistance databases of directory publishers or directory assistance providers which are not owned or controlled by IBBS.

8.4. In the absence of gross negligence or willful misconduct, IBBS's liability for damages arising from publishing any subscriber listing, failure to publish any subscriber listing, errors in the publication of any subscriber listing, or inadvertent publication of subscriber listings intended for "non-published" status, shall be limited to and satisfied by a refund of any monthly charges which the Customer has paid to IBBS for such listing. The Customer will indemnify and hold IBBS harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication, non-publication, or dissemination of Customer's End Users' subscriber list information.

9. Regulatory Matters. Customer recognizes that the Voice Services provides local inbound and outbound connectivity from/to the PSTN together with enhanced functionality, including, without limitation, conversion and delivery to Customer in an IP-based format. For regulatory purposes, the parties acknowledge that IBBS treats a call originated from and terminated to the LCA of the End User as local in nature, although there is no guarantee that such interpretation will be accepted by the relevant regulatory authorities. Any change or clarification in applicable law, regulation, decision, rule or order that finds that the connectivity associated with the Service is not eligible for regulatory treatment as a local service shall be subject to the change process described in Section 11 upon the request of IBBS.

10. Taxes. All amounts due hereunder are net amounts to be received by IBBS. Customer shall be responsible for and shall pay directly, any and all taxes, duties and charges of whatever kind incurred (including, without limitation, all sales, services, withholding, excise, ad valorem and use, value added, consumption, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Services (whether imposed on IBBS or an affiliate of IBBS incident to providing Services), relating to or arising under this Agreement, with the exception of taxes due on IBBS' income. Such charges may be shown on invoices as cost or tax recovery fees or as surcharges, as appropriate. Customer may present IBBS a valid exemption certificate and IBBS will give effect thereto prospectively upon acceptance. Customer must execute Certificate A (provided upon request) as an attachment to this Exhibit C and renew such Certificate A (as it may change from time to time) annually if it wants IBBS to not withhold federal universal service fund on the basis of Customer's status as a direct universal service fund contributor.

11. Regulatory and Legal Changes. If any change or clarification in applicable law, regulation, rule or order materially affects delivery of Voice Services, the Parties will negotiate appropriate changes to this Agreement. If the Parties are unable to reach agreement within 30 days after either Party's delivery of written notice requesting renegotiation, then IBBS may terminate Services without liability or pass any increased costs relating to delivery of Voice Services through to Customer and Customer shall have the option of either agreeing to pay the additional costs or to terminate this Exhibit C without penalty with a ninety (90) day notice.

12. Termination.

- 12.1.** IBBS shall have the right, at its sole discretion, to terminate this Exhibit C, or the Agreement, in the event that the commencement of Voice Services does not occur within twelve (12) months of the Exhibit Effective Date due to non-performance of Customer's obligations pursuant to Section 4.6.
- 12.2.** In the event that this Exhibit C, or the Agreement, is terminated for any reason other than material breach of this Exhibit C by IBBS, subject to Customer providing IBBS thirty (30) days from receipt of written notice by Customer and an opportunity to cure during such thirty (30) day period, Customer shall remain liable to, and Customer shall, pay IBBS for the termination fees related to this Exhibit C in addition to all charges accrued but not paid for as of the termination date.
- 12.3.** The termination fees related to this Exhibit C shall be the greater of (i) the highest monthly recurring fees invoiced to Customer over the six (6) month period immediately preceding termination multiplied by the number of months remaining in the Term; or (ii) \$15,000.00.
- 12.4.** The termination fees, in addition to all charges accrued but not paid for, shall be due and payable on the date of termination.
- 12.5.** Upon any termination or expiration of this Exhibit C for any reason, all rights and obligations of the parties under this Exhibit C shall cease except for the rights and obligations of the parties pursuant to Sections 5.4, 12 and all provisions that should survive in order to fulfill the provision.
- 13. Sale or Disposal.**
- 13.1.** In the event Customer sells or otherwise disposes of a system or set of systems that are being served under this Exhibit C and the Agreement is not assumed by the purchaser of the affected system(s), the Customer agrees to pay IBBS the sale/disposal fee related to this Exhibit C, in addition to all charges accrued but not paid for as of the sale/disposal date.
- 13.2.** The sale/disposal fees related to this Exhibit C shall be the highest monthly recurring fee per End User invoiced to Customer over the six (6) month period immediately preceding sale/disposal; multiplied by the highest number of End Users over the six (6) months immediately preceding such sale or disposal that were associated with the sale or disposal; multiplied by the number of months remaining in the Term.
- 13.3.** The sale/disposal fees, in addition to all charges accrued but not paid for, shall be due and payable on the date of sale/disposal.
- 14. Fraudulent Use of Voice Services.**
- 14.1.** The parties shall jointly cooperate and work together in good faith to identify fraudulent use of the Voice Services and to take all appropriate and necessary action in response to any such fraudulent use. IBBS may suspend services in whole or in part to the extent it believes such action is reasonably necessary to prevent or stop fraudulent use; however, it shall have no obligation to do so and Customer's liability for such use shall in no way be reduced by claims that IBBS should have acted to stop such use.
- 14.2.** Customer is responsible for all charges attributable to or incurred through the Services provided to Customer, whether such use is by Customer or any third party, even if incurred as the result of fraudulent or unauthorized use of the Services. In no event shall IBBS be liable for the fraudulent or illegal use of the Voice Services by Customer or End Users or any other users of the Voice Services, or for any amounts that Customer is unable to collect from its End Users. Customer remains responsible for all costs related to any fraudulent usage. Customer shall protect, defend, indemnify, and hold harmless IBBS, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to fraudulent calls or usage of the Service to the extent that the person or entity claiming the calls or usage to be fraudulent is (or had been at the time of the call or usage) an End User or other person or entity that would have had access to the Service through Customer.
- 14.3.** Customer acknowledges that only one (1) End User may be assigned to each DID/DOD. In the event multiple End Users are assigned or are otherwise using any single DID/DOD, IBBS may elect to retroactively charge Customer for (i) all applicable End User fees for each and every End User assigned to such DID/DOD, and (ii) all long-distance usage for all affected End Users pursuant to the Long-Distance Usage Plan.
- 15. Compliance With Laws.** This Exhibit C and its continuance hereof is contingent upon the obtaining and the continuance of such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Parties, and the Parties shall use commercially reasonable efforts to obtain and continue same in full force and effect throughout the term of the Agreement. Customer shall not use, and IBBS shall not provide, the Voice Services in any manner or for any purpose, which constitutes a violation of applicable laws in any jurisdiction in which the Voice Services are being provided and each Party shall indemnify the other Party against any such unlawful use of the Voice Services arising from its use or provision of the Voice Services. Based on the facts and circumstances of the violation, Customer non-compliance with any law or legal obligation may be deemed a material breach, entitling IBBS to immediately terminate the Agreement or any and all services without penalty.

Definitions Exhibit

"911 Services" means functionality that allows end users to contact an emergency services operator. In areas served by selective routers, 911 Services may include Enhanced 911 ("**E-911**") Services, in which emergency calls are routed to the appropriate PSAP serving the End User address and DID/DOD information. 911 Service may not be immediately available in all Markets and is provided subject to the Customer's obligations and limitations under this Agreement.

"Automatic Location Identification" (or "**ALI**") means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

"Automatic Number Identification" (or "**ANI**") means the TN of the telephone or other device from which an emergency call is placed.

"Caller ID with Name" (or "**CNAM**") provides storage and access to End User name information for providing Caller ID with Name service to End Users.

"DID/DOD" means an access line associated with a particular telephone number that allows for inbound and outbound voice calls (sometimes referred to as a "**Direct Inward Dial**" and "**Direct Outward Dial**" number) that is assigned by IBBS to Customer or that Customer ports to IBBS for the provision of Voice Services.

"Directory Assistance/Directory Listing" (or "**DADL**") is a service used to make an inquiry for a specific telephone number and/or address of a residence, business, or government entity.

"E911 Authority" means a municipality or other state or local government unit, or an authorized agent thereof, responsible for public emergency telephone calls placed to the telephone number 9-1-1. An E911 Authority may be responsible for an individual PSAP or multiple PSAPs within a given geographic area.

"Emergency Call Relay Center" (or "**ECRC**") means the designated entity that manually relays calls to the PSAP based on address provided by interpreter.

"Emergency Services Gateway" facility (or "**ESGW**" facility) means the transport between the PBX or fixed location public switch to the designated selective router.

"End User" means a single, individual end-user or subscriber of Customer or a telephone device that has been assigned a DID/DOD by Customer as part of the Voice Services.

"End User Record" means a database record which includes the name, address or address equivalent, and the TN of an End User.

"Enhanced 911 Services" (or "**E-911**") means a telephone exchange communications service whereby a PSAP answers telephone calls placed by End Users dialing the number 9-1-1. E911 Service includes the service provided by the lines and equipment associated with the service arrangement for the selective routing, transfer, and delivery of public emergency telephone calls dialed to 911 with ANI and ALI. E911 Service provides completion of a call for E911 emergency services via dedicated ESGW facilities to a selective router for routing purposes, and, then, to equipment located at the PSAP.

"Fraudulent Use" means the use of the Services by an unauthorized party, including but not limited to, the hacking of a customer's service in order to initiate large quantities of international traffic.

"ILEC" or "Incumbent Local Exchange Carrier" is as defined by 47 U.S.C. § 251(h).

"International" means anywhere outside of the United States, its territories that are within the NANP, and Canada.

"Internet Protocol" (or "**IP**") means the primary network protocol used on the Internet.

"Local Access and Transport Area" (or "**LATA**") represents a geographical area of the United States as designated by the Modification of Final Judgment (MFJ) entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

"LERG" means the Telcordia LERG routing guide published monthly and considered to be the most comprehensive routing data output guide available whose data supports the current local exchange network within the NANP and identifies reported planned changes in the network.

"Local Calling Area" (or "**LCA**") means the specific local calling area within a geographic area (as determined by the applicable ILEC) comprised of one or more Rate Centers. The LCA is used for billing purposes to determine whether a call will be treated as local or long-distance.

"Line Information Database" (or "**LIDB**") service provides storage and access of End User information used for call validation and other data-centric services. LIDB contains up-to-date records of working telephone lines, calling cards, and billed number screening information.

"Market" means a geographic area (as defined by IBBS) comprised of one or more Rate Centers in which IBBS offers to serve Customer.

"Master Street Address Guide" (or "**MSAG**") means a database of street names and house number ranges within their associated communities and emergency services numbers to enable the proper routing of 911 calls.

"Mobile Call" means a wireless or VoIP call with a potentially foreign NPA/NXX. Use of a foreign NPA/NXX currently precludes the 911 system from directly routing calls and retrieving ALI for "mobile calls" without use of a pANI.

"National Emergency Number Association" (or "**NENA**") means a professional association comprised of emergency number personnel, 911 equipment vendors, and telephone company personnel responsible for the planning, implementing, managing, and administering of emergency number systems.

"North American Numbering Plan" (or "**NANP**") is an integrated telephone numbering plan of 19 countries (including the United States and its territories, Canada, Bermuda, and 16 Caribbean countries).

"NPA/NXX", in conjunction with a unique four-digit subscriber number or station code, is part of the current NANP telephone numbering format. The "**Numbering Plan Area**" (or "**NPA**") is an area code that is officially assigned to a specific area and the "**Central Office (exchange) Code**" (or "**NXX**") refers to the first three digits of a local number.

"Operating Company Number" (or "**OCN**") means a number assigned by the National Exchange Carrier Association (or "**NECA**") to telecommunications carriers (including landline, wireless carriers, and resellers of various types).

"Private Branch Exchange" (or "**PBX**") is a telephone exchange that serves a particular business or office, as opposed to one that a common carrier or telephone company operates for many businesses or for the general public. PBXs make connections among the internal telephones of a private organization and also connect them to the PSTN via trunk lines. Because they incorporate telephones, fax machines, modems, and more, the general term "extension" is used to refer to any end point on the branch.

"Pseudo ANI" (or "**pANI**") means a 10 digit telephone number following the NPA-NXX-xxxx format that is used in place of ANI to convey special meaning to the Selective Router and PSAP. pANI assignments may come from the 211 and 511 NXX, (sometimes referred to as the "non-dialable" NXX codes) and utilize only those NPAs that have been assigned to the IBBS by the NANP administrator.

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“PSAP Direct Number” (or **“PSAP DN”**) means a 10-digit local exchange telephone line of the geographically appropriate PSAP for any given emergency call request.

“PSTN” means the public switched telephone network.

“Public Safety Answering Point” (or **“PSAP”**) means a facility equipped and staffed to receive emergency calls.

“Rate Center” means a specific geographic area used by the incumbent local exchange carrier to set boundaries for local calling, billing, and assigning phone numbers. It is associated with one or more specific NPA/NXX codes that have been assigned to the local exchange carrier for its provision of exchange services. The geographic delineations are published in the LERG.

“Selective Router” (or **“SR”**) means the switch and associated software used to route an E911 call to the proper PSAP based upon the ANI or pANI associated with the E911 call. It is operated by the LEC serving a particular PSAP. Some LECs call this the 911 “tandem” office.

“Selective Routing” means the routing of a 911 call to the proper PSAP based on the location of the caller.

“SIPS” means the IBBS integrated provisioning system.

“Time Division Multiplexing” (or **“TDM”**) or refers to a technology in which multiple calls may be carried simultaneously over the same physical path, each call requiring a dedicated “slot” on the path for the duration of the call, and, also, requiring a master signaling protocol to differentiate and route each call individually (i.e. SS7).

“Telephone Number” (or **“TN”**) means the 10-digit local exchange telephone line assigned to the account when telephone service is initially established and consisting of the NPA/NXX and a unique four-digit subscriber number or station code.

“U.S. Territories” means the United States, Puerto Rico, Northern Mariana Islands, US Virgin Islands, American Samoa, Guam, US Minor Outlying Islands.

“VoIP” means voice over internet protocol

**Schedule P-1:
Additional Pricing Terms and Conditions**

1. **Installation Charge for Implementation Services (Schedule C-1)**: A one-time installation and set-up fee of \$0.00 will be invoiced on the first of the month following the Effective Date of the Agreement.
2. **Revenue Commitment for Residential Voice Services (Schedule C-2)**: After the Commencement Date, there is a minimum monthly service charge of \$0.00 ("Revenue Commitment"). The Revenue Commitment is a take-or-pay commitment; at the beginning of each calendar month, IBBS will invoice Customer and Customer agrees to pay IBBS, in addition to all invoiced charges then due and owing, for the shortfall (if any) between the aggregate Monthly Recurring Charges due for the particular month and the Revenue Commitment.
3. **Revenue Commitment Commercial Voice Services (Schedule C-3)**: After the Commencement Date, there is a minimum monthly service charge of \$0.00 ("Revenue Commitment"). The Revenue Commitment is a take-or-pay commitment; at the beginning of each calendar month, IBBS will invoice Customer and Customer agrees to pay IBBS, in addition to all invoiced charges then due and owing, for the shortfall (if any) between the aggregate Monthly Recurring Charges due for the particular month and the Revenue Commitment.
4. **Calling Types and Usage Charges**:
 - 4.1. The Non-Recurring Charges (NRC) and Monthly Recurring Charges (MRC) will be calculated pursuant to the terms in the attached Schedules.
 - 4.2. **Local and Long-Distance calls**: All calls within an End User's LCA shall be treated as local calls and billed in accordance with the applicable local billing plan. All calls outside of an End User's LCA shall be treated as long-distance calls and billed in accordance with the applicable long-distance billing plan.
 - 4.3. **Unlimited Inbound or Outbound calls**:
 - 4.3.1. The minutes available are unlimited; however, IBBS reserves the right to terminate Voice Services for any End User whose use of the Voice Services exceeds what IBBS determines to be normal and ordinary standards of voice use as set by a majority of IBBS' other Customer's End Users. In IBBS' sole discretion, IBBS may assess additional charges per minute (to be determined in IBBS' sole discretion) for any End User whose use of the services exceeds normal usage patterns by providing Customer with a minimum 1 week notice prior to such change.
 - 4.3.2. The following types of calls are not included in any unlimited calling plan and shall be charged as defined below or in the attached Schedules for a-la-carte voice services:
 - International
 - Inbound Toll Free
 - Directory Assistance
 - Operator Assistance
 - International Directory Assistance
 - Call Before You DIG
 - 4.4. **Metered Calls**: All rates and applicable charges are subject to change without notice. Customer acknowledges that such changes may not be within IBBS' control and that IBBS will use best efforts to provide Customer with advance notice of such changes. IBBS will provide Customer with the most current Rate Deck upon request. The rates will be determined as follows:
 - 4.4.1. **Metered Inbound calls**: The rate per minute is determined by the rate center receiving the inbound call, except for toll-free calls which are determined by the rate center placing the inbound call. IBBS will provide Customer with a list of rate centers, the assigned tier and the corresponding rates. Those tiers are subject to change from time to time as IBBS may expand its markets and partner networks. Notwithstanding the foregoing, IBBS may offer Customer a single flat rate per minute for inbound calls, as mutually agreed to in the attached Schedules.
 - 4.4.2. **Metered Outbound Local calls**: The rate per minute is determined by the combination of the destination LATA and the destination OCN. Notwithstanding the foregoing, IBBS may offer Customer a single flat rate per minute for outbound local or long-distance calls, as mutually agreed to in the attached Schedules.
 - 4.4.3. **Metered Outbound Long-Distance calls**: The rate per minute is determined by the combination of the destination LATA, the intra-LATA or inter-LATA categorization of the call, and the destination OCN. Notwithstanding the foregoing, IBBS may offer Customer a single flat rate per minute for outbound local or long-distance calls, as mutually agreed to in the attached Schedules.
 - 4.4.4. **International calls**: All international calls are metered and the rate per minute is determined by the then-current international usage rates published in the International Rate Deck by IBBS. Notwithstanding the foregoing, IBBS may offer Customer a single flat rate per minute for international calls to certain countries, as specified and mutually agreed to in the attached Schedules. An international call is defined by outbound call to anywhere that is outside of the United States, its territories that are within the North American Numbering Plan, and Canada.
 - 4.5. **Bundled Minutes**. IBBS flat rate plans do not include rollover minutes. In the event that Customer's End User exceeds the specified number of minutes provided under their plan, metered usage charges shall apply.
5. **Invoicing**. IBBS will invoice Customer in advance on the first day of the month for Services provided for that month plus amounts not invoiced previously, including, but not limited to, pro-rated charges for the prior month. Payment is due thirty (30) days after date of invoice. IBBS shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer by IBBS or any of its affiliates pursuant to any other agreement or arrangement.
6. **Disputes**. Customer agrees to follow the billing dispute procedures set forth in the Agreement and recognizes that it may withhold from payment only the disputed amount. Customer remains responsible for timely paying the invoiced amount less the disputed amount.

7. **Late Payments**. IBBS shall have the right, after giving Customer ten (10) days written notice ("Late Payment Notice"), to cancel or suspend any or all portions of the Voice Services until Customer has paid any arrearages, including any late fees.
8. **Billing Start Date**. An account is billable upon activation of a TN within the IBBS integrated provisioning system ("SIPS"). SIPS will automatically refresh every 15 minutes to reflect changes that have occurred in the system. At such time, SIPS will assign a billing start date to that account. In the event that calls are made on the account prior to SIPS assigning a billing start date to the account, IBBS will invoice Customer for all such calls. Such charges may show up on Customer's invoice as "xx999" category usage charges.
9. **Changes to the Voice Services**. Calling features may be updated from time to time as determined by IBBS' third party providers. IBBS will make best efforts to notify Customer of changes in the availability of personal calling features. Customer acknowledges that a change to the personal calling features does not constitute a material breach by IBBS of the Agreement.
10. **Fraudulent Use**. Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use. In no event shall IBBS be liable for the fraudulent or illegal use of the Services by Customer or End Users, or for any amounts that Customer is unable to collect from its End Users or others.
11. **Additional Services**. In the event that Customer requests, and IBBS is able to provide, additional services that are not specified herein, the Parties agree that such additional services will be charged at IBBS' standard rates at time of purchase.

**Schedule C-1:
Voice Implementation Services**

IBBS shall provide Customer with the following services to launch and brand Customer as a digital voice provider:

Provisioning Portal:

Customer will receive access to IBBS' web-based provisioning portal ("SIPS"). SIPS will be branded with Customer's logo and be available to Customer's customer service representatives for the purpose of implementing the voice services to Customer's End Users.

Account Portal:

Customer will receive access to IBBS' web-based end-user Account Portal. This Account Portal will be branded with Customer's logo and will give Customer's End Users the ability to manage many of the features of the voice services purchased from Customer.

Marketing Support:

IBBS will provide marketing product sheets and a residential feature guide template. These materials may be branded and printed by Customer for distribution to Customer's End Users.

Training:

IBBS will provide custom training to Customer that will address the specific services provided to Customer by IBBS. This training includes product, technical and provisioning training. Customer has the option of accepting training via Webinar, on-site at one of the IBBS' offices, or on-site at Customer's offices. If training is conducted at Customer's offices, Customer shall pay for the travel expenses incurred by IBBS personnel in providing the training.

**Schedule C-2:
Residential Voice Services**

Service Description	USOC	MRC	NRC
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Residential Voice Service

A single local area telephone number ("TN") with connectivity to the voice platform over customer provided Internet access, 911/E911 service, national directory listing, and one yellow page listing. The TN may be either a new TN provided by IBBS or an existing TN that is ported from the End User's previous service provider.

Unlimited Inbound; Unlimited Outbound Local & Long Distance

SD105 12.00 15.00

The personal calling features associated with the residential voice package include:

- Account Portal Access • Voice Mailbox • Mailbox Management (Account Portal) • Voice Message Notification • Voice Message to Email • Call Waiting • Calling Line ID Delivery • Calling Line Name Delivery • Three-Way Call • Anonymous Call Rejection • Automatic Callback • Call Forwarding Always • Call Forwarding Busy • Call Forwarding No Answer • Call Forwarding Not Reachable • Call Forwarding Selective • Call Return • Do Not Disturb • Last Number Redial • Priority Alert • Selective Call Acceptance • Selective Call Rejection • Speed Dial 8 • CommPilot Express (in account portal) • Sequential Ring • Simultaneous Ring Personal

Add On: Home Office (SOHO) Package

FX340 3.00 5.00

The personal calling features associated with this add-on to the residential voice package include:

- Support for Alternate Numbers • Call Notify • Custom Ringback User • Multiple Call Arrangement • Outlook Integration (*) • Remote Office (*) • Shared Call Appearance (5)

() Requires purchase of the Assistant Toolbar (FX328)*

**Schedule C-3:
Commercial Voice Services**

Service Description	USOC	MRC	NRC
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Business Line Service

A single local area telephone number ("TN") with connectivity to the voice platform over customer provided Internet access, 911/E911 service, national directory listing, and one yellow page listing. The TN may be either a new TN provided by IBBS or an existing TN that is ported from the End User's previous service provider. Service is provisioned on customer provided equipment: Linksys 2102 ATA, eMTA (Arris 2,4,8 port) or Integrated Access Device (Adtran). A typical application for any business with an existing phone system or analog phones.

Standard Business Line Service

Unlimited Inbound; Unlimited Outbound Local & Long Distance

SD130 13.50 15.00

The personal calling features associated with the Standard Business Line package include:

- Account Portal Access • Voice Mailbox • Mailbox Management (Account Portal) • Voice Message Notification • Voice Message to Email • Call Waiting • Calling Line ID Delivery • Calling Line Name Delivery • Call Return • Call Transfer • Last Number Redial • Three-Way Call • Call Forwarding (Always, Busy, No Answer, Not Reachable, Remote Access) • Hunt Group • Anonymous Call Rejection • Automatic Callback • Do Not Disturb • Speed Dial 8

Premium Business Line Service

Unlimited Inbound; Unlimited Outbound Local & Long Distance

SD140 15.00 15.00

The personal calling features associated with the Premium Business Line package include the features of the Standard Business Line package and shall also include:

- Support for Alternate Numbers • Call Forwarding Selective • Call Notify • Selective Call Acceptance • Selective Call Rejection • Shared Call Appearance • Music On Hold • Call Forwarding (Always, Busy, No Answer, Not Reachable) • CommPilot Express • Sequential Ring • Shared Call Appearance • Simultaneous Ring Personal

SIP Trunking

A single digital (SIP) trunk with connectivity to the PSTN via IBBS' voice platform, with a single TN included, 911/E911 service, national directory listing, authentication, and unlimited inbound, metered outbound local, and metered outbound long distance. The TN may be either a new TN provided by IBBS or an existing TN that is ported from the End User's previous service provider. Service is provisioned on Customer provided equipment: Customer-supported IPPBX or Integrated Access Device (Adtran). A typical application for any business with an existing phone system requiring PRI services (IAD) or a direct SIP connection into an IPPBX.

Unlimited Inbound; Unlimited Outbound Local & Long Distance

SD160 15.00 20.00

The personal calling features associated with the SIP Trunking package include:

- Call Waiting • Calling Line ID Delivery Blocking • Calling Name Delivery
-

**Schedule C-3:
Commercial Voice Services**

Service Description	USOC	MRC	NRC
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Hosted PBX

A single local area telephone number ("TN") with connectivity to the voice platform over customer provided Internet access, 911/E911 service, national directory listing, and advanced voice features. The TN may be either a new TN provided by IBBS or an existing TN that is ported from the End User's previous service provider. This service is provisioned on customer provided equipment: Certified IP end-points such as the Polycom Soundpoint IP 550 HD SIP Phone (see IBBS certified equipment list). A typical application for any business wanting to deploy a feature rich hosted telecommunications platform.

Standard Hosted PBX Service

Unlimited Inbound; Unlimited Outbound Local & Long Distance

SD135 15.50 25.00

The personal calling features associated with the Standard Hosted PBX package include:

- Account Portal Access • Voice Mailbox • Mailbox Management (Account Portal) • Voice Message Notification • Voice Message to Email • Call Waiting • Calling Line ID Delivery • Calling Line Name Delivery • Call Return • Call Transfer • Last Number Redial • Three-Way Call • Call Forwarding (Always, Busy, No Answer, Not Reachable, Remote Access) • Hunt Group • Anonymous Call Rejection • Automatic Callback • Do Not Disturb • Speed Dial 8 • Call Park • Call Pickup

Premium Hosted PBX Service

Unlimited Inbound; Unlimited Outbound Local & Long Distance

SD145 17.50 25.00

The personal calling features associated with the Premium Hosted PBX package include the features of the Standard Hosted PBX package and shall also include:

- Support for Alternate Numbers • Call Forwarding Selective • Call Notify • Selective Call Acceptance • Selective Call Rejection • Shared Call Appearance • Music On Hold • Call Forwarding (Always, Busy, No Answer, Not Reachable) • CommPilot Express • Sequential Ring • Shared Call Appearance • Simultaneous Ring Personal • Busy Lamp Field • Custom Ringback User • Directed Call Pickup • Priority Alert • Push to Talk • Instant Group Call • Multiple Call Arrangement • Outlook Integration (*) • Remote Office (*)

(*) Requires purchase of the Assistant Toolbar (FX328)

**Schedule C-4:
A-la-carte Residential Voice Services**

A-la-carte residential voice services can be purchased in addition to a base package to create a comprehensive offering that is tailored to Customer's needs. Each a-la-carte offering requires the purchase of a base package. IBBS' a-la-carte offerings are subject to change. IBBS reserves the right to modify the services and rates set forth herein. Other residential voice services (not listed herein) may be available on an a-la-carte basis upon request. In the event Customer requests such other residential voice services, the standard rates at time of purchase shall apply.

Service Description	USOC	MRC	NRC
<u>Local And Toll Free Numbers</u> (metered usage charges shall apply)			
Alternate Number/DID - U.S. Domestic (alternate number attached to a standard seat)	DX205	\$0.50	\$2.50
DID Inventory	DX280	\$0.50	\$2.50
<u>Metered Usage Charges</u>			
Inbound Local Call (Unbundled)	CA915	\$0.00	\$0.016/minute
Inbound Long Distance Call (Unbundled)	CA920	\$0.00	\$0.016/minute
Inbound International (Unbundled)	CA910	\$0.00	\$0.016/minute
Outbound Local Call (Unbundled)	CA940	\$0.00	\$0.035/minute
Outbound Long Distance Call (Unbundled)	CA945	\$0.00	\$0.035/minute
Outbound International (Unbundled)	CX935	\$0.00	Rate Deck
Directory Assistance - per call	CX900	\$0.00	\$1.00
International Directory Assistance - per call	CX925	\$0.00	\$5.00
Operator Assistance - per call	CX930	\$0.00	\$1.00
<u>Administrative Fees</u>			
Local Number Port - Per seat (for the first TN)	DX220	\$0.00	\$0.00
Local Number Port - Per seat (for additional TNs where applicable)	DX220	\$0.00	\$15.00
<u>Extraordinary Charges (Pass-Through)</u>			
Expedite of LNP Order	DX230	\$0.00	\$125.00
Move, Add or Change of Submitted Original LNP Order	DX235	\$0.00	\$25.00
Cancellation of LNP - Per DID	DX240	\$0.00	\$15.00
Expedite Cancel of LNP Order - Per DID Within 48-Hours Of Port	DX245	\$0.00	\$125.00
Snapback of Ported Number (Per DID)	DX250	\$0.00	\$300.00
911 Emergency Call Relay Center (E911 Calls Routed to ECRC - Provider Error)	CX905	\$0.00	\$125.00
ECRC Call Investigation	BX550	\$0.00	\$100.00
<u>Additional Services</u>			
Assistant Toolbar (per seat)	FX328	\$1.00	\$0.00
Unlisted Number	DX215	\$5.50	\$1.00
Additional Directory Listing	DX270	\$5.50	\$0.00
Move, Add or Change of Directory Listing	DX275	\$0.00	\$25.00

Item # 2

**Schedule C-5:
A-la-carte Commercial Voice Services**

A-la-carte commercial voice services can be purchased in addition to a base package to create a comprehensive offering that is tailored to Customer's needs. Each a-la-carte offering requires the purchase of a base package. IBBS' a-la-carte offerings are subject to change. IBBS reserves the right to modify the services and rates set forth herein. Other commercial voice services (not listed herein) may be available on an a-la-carte basis upon request. In the event Customer requests such other commercial voice services, the standard rates at time of purchase shall apply.

Service Description	USOC	MRC	NRC
<u>Local And Toll Free Numbers</u> (metered usage charges shall apply)			
Alternate Number/DID - U.S. Domestic (alternate number attached to a standard seat)	DX205	\$0.50	\$2.50
Alternate Number/DID - U.S. Domestic (alternate number attached to SIP Trunk group)	DX206	\$0.50	\$2.50
Alternate Number/DID - Toll Free (see toll free rates)	DA210	\$3.50	\$10.00
DID Inventory	DX280	\$0.50	\$2.50
<u>Metered Usage Charges</u>			
Inbound Call - Toll Free - Continental U.S.	CX955	\$0.00	\$0.035/minute
Inbound Call - Toll Free - Alaska	CX956	\$0.00	\$0.31/minute
Inbound Call - Toll Free - Hawaii	CX957	\$0.00	\$0.21/minute
Inbound Call - Toll Free - Canada, Overseas US Territories and Caribbean	CX958	\$0.00	\$0.115/minute
Inbound Local Call (Unbundled)	CA915	\$0.00	\$0.016/minute
Inbound Long Distance Call (Unbundled)	CA920	\$0.00	\$0.016/minute
Inbound International (Unbundled)	CA910	\$0.00	\$0.016/minute
Outbound Local Call (Unbundled)	CA940	\$0.00	\$0.035/minute
Outbound Long Distance Call (Unbundled)	CA945	\$0.00	\$0.035/minute
Outbound International (Unbundled)	CX935	\$0.00	Rate Deck
Conference Bridge Facility - Inbound International, Local, Long Distance (per user per minute)	CA914, CA919, CA924	\$0.00	\$0.05/minute
Directory Assistance - per call	CX900	\$0.00	\$1.00
International Directory Assistance - per call	CX925	\$0.00	\$5.00
Operator Assistance - per call	CX930	\$0.00	\$1.00
<u>Administrative Fees</u>			
Local Number Port - Per seat (for the first TN)	DX220	\$0.00	\$0.00
Local Number Port - Per seat (for additional TNs where applicable)	DX220	\$0.00	\$15.00
Local Number Port - Per Toll Free	DX225	\$0.00	\$17.50
<u>Extraordinary Charges (Pass-Through)</u>			
Expedite of LNP Order	DX230	\$0.00	\$125.00
Move, Add or Change of Submitted Original LNP Order	DX235	\$0.00	\$25.00
Cancellation of LNP - Per DID	DX240	\$0.00	\$15.00
Expedite Cancel of LNP Order - Per DID Within 48-Hours Of Port	DX245	\$0.00	\$125.00
Snapback of Ported Number (Per DID)	DX250	\$0.00	\$300.00
911 Emergency Call Relay Center (E911 Calls Routed to ECRC - Provider Error)	CX905	\$0.00	\$125.00
ECRC Call Investigation	BX550	\$0.00	\$100.00
<u>Additional Services</u>			
Assistant Toolbar (per seat)	FX328	\$1.00	\$0.00
Unlisted Number	DX215	\$5.50	\$1.00
Additional Directory Listing	DX270	\$5.50	\$0.00
Move, Add or Change of Directory Listing	DX275	\$0.00	\$25.00
Shared Call Appearance (per device)	FX320	\$1.00	\$0.00
Custom Music On Hold - Enterprise	FX306	\$10.00	\$50.00
Extension Reassignment - Per phone (hoteling)	FX312	\$5.00	\$10.00
Conference Bridge Facility (in addition to usage charges, see conference metered rates)	SA174	\$5.00	\$25.00
Auto Attendant with Unlimited Local only	SC172	\$15.00	\$25.00
Hunt Group - with DID & Unlimited Local Only	SC178	\$15.00	\$25.00
Hunt Group - Extension Only	SC179	\$0.00	\$5.00
Receptionist Console - Enterprise	SC190	\$60.00	\$350.00
ACD Queue	SX368	\$50.00	\$300.00

Item # 2

Integrated Broadband Services, LLC
200 Chastain Center Blvd, Suite 200,
Kennesaw, GA 30144
Tel: (770) 387-2053 Fax: (678) 581-8306

IBBS USE ONLY
 Customer ID: _____
 Term Start Date: first invoice
 Term (yrs): 3 years

EXHIBIT D: Fax-to-Email Services

PROPRIETARY INFORMATION

Customer Information	
Legal Name of Company (Customer): City of Monroe Georgia	Doing Business As (d/b/a) : City of Monroe
<p>Term and Exhibit Effective Date</p> <p>As of the <u>1st day of September, 2011</u> ("Exhibit Effective Date"), Integrated Broadband Services, LLC ("IBBS") and <u>Customer</u> enter into this Exhibit D for Fax-to-Email Services. This Exhibit D is hereby made a part of the Master Service Agreement dated <u>September 1, 2011</u>, on the Exhibit Effective Date. The Master Services Agreement and this Exhibit D together with any other Exhibits or amendments are collectively the "Agreement".</p> <p>This Exhibit D shall commence on the Exhibit Effective Date and shall continue for a period of <u>3 years</u> from the Commencement Date ("Initial Term"). The term of this Exhibit D shall automatically renew for successive <u>1 year</u> periods ("Renewal Term") unless written notice is given by either party of its intent not to renew for the forthcoming term not less than ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and Renewal Term shall together be referred to as the "Term". The "Commencement Date" is the date IBBS first invoices Customer for the Services provided under this Exhibit D.</p>	
<p>Services and Fees</p> <p>IBBS agrees to provide the fax-to-email services ("Fax-to-Email Services" or "Services") described herein. Customer shall pay IBBS in accordance with the terms of this Services Exhibit D and the Agreement.</p>	
<p>Schedules</p> <p>The Schedules checked below are attached to and made a part of this Services Exhibit D. Any Schedules attached subsequently MUST be attached as part of an amendment to the Agreement:</p> <p style="margin-left: 20px;"> <input checked="" type="checkbox"/> Schedule D-1: Fax-to-Email Services <input checked="" type="checkbox"/> Schedule P-1: Pricing </p>	

IBBS agrees to sell to Customer, and Customer agrees to purchase from IBBS, the Services described in this Exhibit D, according to the terms and conditions set forth herein. Services and service providers are subject to change without notice. Continued use of the Services after a change constitutes acceptance and agreement to the change. This Exhibit D shall consist of this cover sheet, the Exhibit Terms and Conditions and the Schedules, attached hereto. This Exhibit D hereby incorporates the terms of the Agreement ("**Agreement Terms**") and the terms of this Exhibit D ("**Exhibit Terms**").

IBBS and Customer (each a "**Party**" or collectively "**Parties**") agree that each Party has read and understands the Agreement and agrees to be bound thereby. In the event of a conflict between the Agreement Terms and the Exhibit Terms, the Exhibit Terms shall control. This Exhibit D shall not be effective until signed and dated by a duly authorized representative of IBBS. The parties have executed this Exhibit D as of the Exhibit Effective Date.

Integrated Broadband Services, LLC (IBBS)

Signature: _____

Name: Jose Quintana

Title: CFO

Today's Date: _____

City of Monroe Georgia (Customer)

Signature: _____

Name: _____

Title: _____

Today's Date: _____

Exhibit Terms and Conditions

General Provisions

1. **Scope.** This Exhibit D sets forth the terms and conditions under which IBBS shall provide to Customer during the Term the fax-to-email services ("**Fax-to-Email Services**" or "**Services**") specified in the schedules attached hereto (the "**Schedules**").
 2. **Exclusivity.** Customer agrees that IBBS shall be the exclusive provider of Fax-to-Email Services (or any similar services) to Customer during the Term. Customer shall not purchase services similar to the Fax-to-Email Services from any other party during the Term.
 3. **Customer Prerequisites and Obligations.** Customer qualifies for the Fax-to-Email Services under this Exhibit D only if it continuously meets all of the following contractual conditions for the Term:
 - 3.1 In addition to all other Customer responsibilities as set forth in this Exhibit D, Customer shall be responsible for the following for all its End Users:
 - 3.1.1 Customer must enter into an agreement with each End User in a form customary for the industry. Customer will use commercially reasonable efforts to enforce the terms and conditions of all agreements entered into by Customer. Such agreement shall: (i) extend any limitations of liability that Customer has contracted for itself from its End Users to IBBS (which may be referenced as a supplier); (ii) not make any warranty or guaranty regarding the Services that are not made by IBBS in this Exhibit D and the Agreement; and (iii) require that the End User assures that any person using Customer's services will comply with all applicable laws, rules and regulations applicable to their use, as well as Customer's acceptable use and privacy policies (which must comport with the terms of this Agreement and applicable law), and acknowledge that Customer and its suppliers may suspend or terminate service upon reasonable belief that unlawful or non-compliant usage or purpose is detected.
 - 3.2 Customer agrees to notify IBBS immediately of any unauthorized use of Customer's or any End User's account or any other breach of security. IBBS will not be liable for any loss that Customer may incur as a result of someone else using an End User's password or account, either with or without End User's knowledge. Customer is responsible for all charges attributable to or incurred through the Services provided to Customer's End User, even if incurred as the result of fraudulent or unauthorized use of the Services. In no event shall IBBS be liable for the fraudulent or illegal use of the Services by Customer or End Users or any other users of the Services, or for any amounts that Customer is unable to collect from its End Users. Customer remains responsible for all costs related to any fraudulent usage. Customer shall protect, defend, indemnify, and hold harmless IBBS, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to fraudulent usage of the Service to the extent that the person or entity claiming the calls or usage to be fraudulent is (or had been at the time of the call or usage) an End User or other person or entity that would have had access to the Service through Customer.
 - 3.3 Customer will not (and cause its End Users to not) use the Services for any purpose that is unlawful or prohibited by the terms of the Agreement. Customer will not (and cause its End Users to not) use the Services in any manner that could damage, disable, overburden, or impair any IBBS server, or the network(s) connected to any IBBS server, or interfere with any other party's use and enjoyment of any Services.
 - 3.4 Customer must comply (and cause its End Users to comply) with the laws or regulations pertaining to the transmission of faxes and email. The transmission of unsolicited telemarketing phone calls, faxes and email is regulated in the United States under the Telemarketing Sales Rule, the Federal Telephone Consumer Protection Act, the Can-Spam Act, as well as other statutes and regulations, and in Canada under the Telecommunications Act, the Unsolicited Telecommunications Rules and PIPEDA and may also be regulated under the laws of a number of other countries, states and provinces. Unsolicited marketing in violation of such laws through the Services is prohibited and a material violation of this Exhibit D.
4. **Termination.**
 - 4.1 In the event that this Exhibit D, or the Agreement, is terminated for any reason other than material breach of this Exhibit D by IBBS, subject to Customer providing IBBS thirty (30) days from receipt of written notice by Customer and an opportunity to cure during such thirty (30) day period, Customer shall remain liable to, and Customer shall, pay IBBS the termination fee in addition to all charges accrued but not paid for as of the termination date.
 - 4.2 The termination fee related to this Exhibit D is as follows: The highest monthly recurring fees invoiced to Customer over the six (6) month period immediately preceding termination multiplied by the number of months remaining in the Term.
 - 4.3 The termination fee, in addition to all charges accrued but not paid for, shall be due and payable on the date of termination.
 - 4.4 Upon any termination or expiration of this Exhibit D for any reason, all rights and obligations of the parties under this Exhibit D shall cease except for the rights and obligations of the parties pursuant to Sections 3.2, 4, 5, 6, 8 and all provisions that should survive in order to fulfill the provision.
 5. **Suspension.**
 - 5.1 **Of End User accounts by Customer.** If Customer becomes aware of an End User's violation of the Agreement, unless IBBS agrees otherwise in writing (including by email), Customer may suspend the applicable End User account. The duration of any suspension will be until the applicable End User cures the breach giving rise to such suspension. Customer may suspend its End Users for its own reasons.
 - 5.2 **Of End User accounts by IBBS.** If Customer fails to suspend an End User accounts after Customer becomes aware of an End User's violation of the Agreement, then IBBS may specifically request that Customer do so. If Customer fails to comply with IBBS's request to suspend an End User account, then IBBS reserves the right to do so. The duration of any suspension will be until IBBS is reasonably satisfied that the applicable End User has cured the breach which caused the suspension.
 6. **Fax Numbers.** Customer acknowledges that use of the Fax-to-Email Services does not give Customer or End Users any ownership or other rights over fax numbers.
 - 6.1 **Reclaiming Unused Fax Numbers.** IBBS may upon ten (10) days' prior written notice reclaim any fax numbers provided by IBBS hereunder that have not been used by Customer in connection with the Fax-to-Email Services within the immediately preceding one hundred and twenty (120) day period. No refunds shall be made to Customer regarding reclaimed fax numbers.
 - 6.2 **Limitations of Liability.** Customer understand and agree that following the termination of this Exhibit D for any reason, fax numbers may be re-assigned immediately to another customer, and Customer agrees that IBBS will not be liable for damages (including consequential or special damages) arising out of any

such re-assignment, and Customer hereby waives any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if IBBS or any of its affiliates have been advised of the possibility of damages.

7. **Unsolicited Faxes.** IBBS understands that receipt of unsolicited faxes can impair Customer's use of the Services. Accordingly, IBBS may develop means to prevent the distribution and receipt of unsolicited fax advertisements to Customer. At IBBS' option and without further notice, IBBS may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them.
8. **Equipment & Equipment Configuration.** Neither this Exhibit D, nor the incorporated Agreement, conveys to Customer or any End-User title to any transmission facilities or equipment utilized by IBBS to provide any of the Services or of any other facilities, equipment, or materials owned, operated or used by IBBS. IBBS shall not provide any customer premise equipment or other equipment, or any software, to Customer. Customer shall be responsible for the installation; operation, maintenance, use and compatibility of equipment or software to connect to IBBS' network and IBBS shall have no responsibility or liability in connection therewith. In the event that Customer's equipment or software impairs Customer's use of any Services, Customer shall nonetheless be liable for any applicable payment for the Services. Customer shall cooperate with IBBS in setting the initial configuration for Customer's equipment's interface with the Services and comply with IBBS' instructions in connection therewith. Customer is solely responsible to coordinate the provisioning of its respective facilities and/or equipment. The Parties shall coordinate the management of their respective system facilities with each Party being responsible for providing and operating, at its own expense, its respective network facilities. The Parties shall be available to communicate whenever necessary to assist each other with the isolation and repair of any problems in their respective networks.

**Schedule D-1:
Fax-to-Email Services**

Service Description: Fax-to-Email Services delivers reliable faxing without the fax machine, the paper, and the fixed location of the phone line. Email users receive faxes in the form of email messages, with all of the convenient features of email including viewing, printing, forwarding to another address or fax number, and importing into other applications.

IBBS' advanced network architecture assures rock-solid reliability in handling mission-critical document transmission tasks of any size. And it's all accomplished with no up-front capital investment, specialized equipment, or ongoing maintenance expenses.

Features & Capabilities: Faxes can be retrieved wherever and whenever email can be accessed - including mobile devices!

Ability to receive multiple faxes simultaneously — the fax number is never busy.

Individual, unique local fax numbers for direct delivery.

Fax documents can be deleted, printed, forwarded or stored electronically.

Eliminate document handling errors such as lost pages, improperly collated pages, mistaken document pickups, and improper delivery through interoffice mail.

Confidentiality - unintended recipients cannot view message content.

Eliminates up-front capital investment, specialized equipment (such as fax machines, fax servers, fax boards, and fax software), or ongoing maintenance expenses

How it Works:

Receiving Faxes

A personal fax number is linked to a user-designated email address.

Customer can choose either local or toll-free numbers in the United States.

Faxes are sent to the user's personal number in typical fashion, but arrive in the user's email inbox as attachments to messages, ready to access anytime, anywhere.

Sending Faxes

Sending a fax begins by composing an email message.

Attach the document you want to fax, and then address the mail to the fax number of the recipient.

Once sent, the mail arrives on IBBS' secure network, where it is converted to a faxable format and is transmitted to the destination fax machine anywhere in the world.

Additional Terms:

Fax-to-Email Services is available only to customers that purchase IBBS' voice services.

Fax-to-Email Services will only function in certain areas. Customer may utilize the SIPS NPA/NXX lookup tool to determine areas that have such capabilities.

In the event Customer chooses to provision Fax-to-Email Services with a toll free telephone number, Customer will be billed per minute for toll free charges in addition to the charges for Fax-to-Email Services.

Each account can have up to (3) unique sending email addresses.

Each account can have up to (3) receiving email addresses. In the event Customer needs more than (3) email addresses for receiving faxes on a particular account, Customer may utilize a group email address from their IT department or outsourced email hosting partner.

**Schedule P-1:
Additional Pricing Terms and Conditions**

Pricing Schedule:

Service Description:	USOC	MRC	NRC
Fax-to-Email Services Includes: 120 pages (sent and received faxes)	SC176	\$5.95	\$10.00
Additional Pages		\$0.00	\$0.07/page

Additional Pricing Terms and Conditions:

1. **Invoicing**. IBBS will invoice Customer in advance on the first day of the month for Services provided for that month plus amounts not invoiced previously, including, but not limited to, pro-rated charges for the prior month. Payment is due thirty (30) days after date of invoice. IBBS shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer by IBBS or any of its affiliates pursuant to any other agreement or arrangement.
2. **Disputes**. Customer agrees to follow the billing dispute procedures set forth in the Agreement and recognizes that it may withhold from payment only the disputed amount. Customer remains responsible for timely paying the invoiced amount less the disputed amount.
3. **Late Payments**. IBBS shall have the right, after giving Customer ten (10) days written notice ("Late Payment Notice"), to cancel or suspend any or all portions of the Voice Services until Customer has paid any arrearages, including any late fees.
4. **Fraudulent Use**. Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use. In no event shall IBBS be liable for the fraudulent or illegal use of the Services by Customer or End Users, or for any amounts that Customer is unable to collect from its End Users or others.