

HEMISPHERE COMMUNICATIONS INC. SIP TRUNKING TERMS AND CONDITIONS

SERVICE TERMS AND CONDITIONS

BY ACCEPTING THESE SERVICE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS BELOW. ALL SERVICE ORDERS AND SERVICES ARE SUBJECT TO THESE TERMS AND CONDITIONS.

These Service Terms and Conditions (the "Agreement") are entered into by and between HEMISPHERE COMMUNICATIONS INC. Business, LLC ("HEMISPHERE COMMUNICATIONS INC."), a New York corporation, and the customer purchasing products or services from HEMISPHERE COMMUNICATIONS INC. ("Customer").

1. SERVICES AND TERM. Generally, HEMISPHERE COMMUNICATIONS INC. offers enterprise voice and optional data session initiation protocol (SIP) trunking services, typically including an integrated access device (IAD). Broadband service is required for such services and may be provided by you or purchased from HEMISPHERE COMMUNICATIONS INC.. The services ordered by Customer from HEMISPHERE COMMUNICATIONS INC. pursuant to any HEMISPHERE COMMUNICATIONS INC. Service Order or addendum thereto (each, a "Service Order") constitute the "Services." The Services shall commence on the date on which the Services are first made available to Customer (the "Start Date") and shall continue for the length of time specified as the Term Commitment on the applicable Service Order (the "Initial Service Term"). After the Initial Service Term and any subsequent term (each, a "Service Term"), this Agreement and the applicable Service Order will renew automatically for an additional twelve (12)-month period, unless either party provides written notice of cancellation at least thirty (30) days before the then-current Service Term ends. Billing for Services and related charges shall commence on the Start Date and shall continue throughout the Service Term. HEMISPHERE COMMUNICATIONS INC. reserves the right to decline any Service Order.

2. BROADBAND SERVICE. To use the Services, Customer must have broadband Internet access service ("Broadband Service"). HEMISPHERE COMMUNICATIONS INC. may provide Broadband Service as required for the delivery of Services if specified in the applicable Service Order, and in so doing may interact with other telecommunications providers. Monthly charges for such Broadband Service shall begin on the date upon which Customer is notified by HEMISPHERE COMMUNICATIONS INC. that such Broadband Service is activated and ready for use, and such charges

shall be detailed on the Service Order and paid by Customer. Provision of Broadband Service may require that equipment be installed and that, in some cases, additional wiring be configured at Customer's premises. Installation or wiring charges, if any, are not included in the Service Order and will be billed separately to the Customer. Broadband Service provided by HEMISPHERE COMMUNICATIONS INC. constitutes a Service.

3. EQUIPMENT. To use the Services, an integrated access device (IAD) and/or other HEMISPHERE COMMUNICATIONS INC.-provided equipment (the "Equipment") may need to be installed at Customer's premises. Customer is responsible for installation of the Equipment, unless otherwise specified in a Service Order. At all times, such Equipment is and shall remain the property of HEMISPHERE COMMUNICATIONS INC. and shall not be considered Customer's equipment or a fixture. Customer will not allow the Equipment to become subject to a lien, security interest or other encumbrance. Customer bears all risk of loss or damage to the Equipment while it is in Customer's possession, custody or control. If Customer ceases receiving Services from HEMISPHERE COMMUNICATIONS INC., Customer must return the Equipment to HEMISPHERE COMMUNICATIONS INC. undamaged and in its original packaging within thirty (30) days of the termination of Services. Failure to return same will result in an added fee in the amount of the manufacturer's suggested retail price of the non-returned product. To return Equipment, Customer must request a Return Merchandise Authorization (RMA) number from HEMISPHERE COMMUNICATIONS INC. in accordance with HEMISPHERE COMMUNICATIONS INC.'s Return Merchandise Policy, available on HEMISPHERE COMMUNICATIONS INC.'s web site. Customer is responsible for the cost and risk associated with return shipping of the Equipment. Customer will not attempt to maintain or repair, or permit a third party to maintain or repair, the Equipment. Customer agrees to comply with all instructions and requirements regarding the use and/or care of the Equipment and to take reasonable measures to protect such Equipment at all times. HEMISPHERE COMMUNICATIONS INC. will repair or replace, in its sole discretion, any Equipment that does not perform as specified, at no charge to Customer, unless it is determined, in HEMISPHERE COMMUNICATIONS INC.'s sole discretion, that Customer was directly or indirectly responsible for the Equipment failure. HEMISPHERE COMMUNICATIONS INC. may provide updated or new Equipment to Customer from time to time, and HEMISPHERE COMMUNICATIONS INC. may require that Customer use the updated or new Equipment to continue to receive the Services. In some cases, Customer will be permitted to use Customer's own IAD and other equipment. In such a case, Customer will be fully responsible for such equipment, and HEMISPHERE COMMUNICATIONS

INC. makes no representation or warranty with respect to such equipment or its operation with the Services.

4. INSTALLATION OF EQUIPMENT. If Customer has contracted for HEMISPHERE COMMUNICATIONS INC. to install the Equipment, Customer shall, at its expense, have the site prepared prior to HEMISPHERE COMMUNICATIONS INC.'s arrival and in accordance with HEMISPHERE COMMUNICATIONS INC.'s installation site preparation specifications. Customer shall provide any applicable technical user support during installation at its own expense. If Customer has not contracted for installation from HEMISPHERE COMMUNICATIONS INC., Customer shall at its expense diligently perform or have performed all installation requirements for the Equipment. Unless the Service Order specifies that Customer will provide its own hardware, the Services will be deemed to have been made available to Customer at the time HEMISPHERE COMMUNICATIONS INC. provides the Equipment to the Customer for self-installation.

5. OWNERSHIP OF INTELLECTUAL PROPERTY. The Services and Equipment, and all intellectual property therein, are and shall remain the exclusive property of HEMISPHERE COMMUNICATIONS INC.. HEMISPHERE COMMUNICATIONS INC. is not providing any software with the Services or Equipment provided under this Agreement. There is no license granted, implied or constructively given to Customer.

6. SERVICE FEES, TARIFFS AND OTHER CHARGES; TAXES.

6.1 Services Fees. The fees for Services will be set forth in the Service Order, and Customer agrees to pay such fees. Service Fees will be billed in advance of delivery of the Services. Monthly Services fees will be billed pro rata in the months in which such Services commence and terminate.

6.2 Bundles of Minutes. Customer may purchase long distance and toll free Bundles of Minutes (BOM) from HEMISPHERE COMMUNICATIONS INC. at a discounted rate from HEMISPHERE COMMUNICATIONS INC.'s prevailing per minute rate. When purchasing a BOM, Customer commits to a fixed monthly recurring charge (MRC) for the term purchased. BOM charges are billed upon purchase. If Customer's usage exceeds the purchased bundle total in a time period, HEMISPHERE COMMUNICATIONS INC. will charge for excess usage at the per minute rate based on Customer's subscribed package rate. Unused minutes remaining at the end of any Service Term expire and do not carry over to a subsequent term. If Customer declines to purchase a BOM, Customer will be billed monthly in arrears for long distance and toll

free usage at HEMISPHERE COMMUNICATIONS INC.'s then-prevailing per minute usage rates.

6.3 Tariffs. In addition to the fees for the Services specified in a Service Order, Customer will be charged HEMISPHERE COMMUNICATIONS INC.'s applicable usage, access, storage, feature and other charges included in HEMISPHERE COMMUNICATIONS INC.'s tariffs ("Tariffs") but not included as part of Customer's selected Services plan. This Agreement incorporates by reference all applicable rates, terms and conditions of HEMISPHERE COMMUNICATIONS INC.'s Tariffs, which are available on HEMISPHERE COMMUNICATIONS INC.'s web site. This Agreement may be superseded, in whole or in part, by a new or revised Tariff filed with the jurisdictional regulatory agency or agencies, which may contain such modifications of the provisions of this Agreement, as HEMISPHERE COMMUNICATIONS INC. deems necessary or appropriate. HEMISPHERE COMMUNICATIONS INC. may modify its Tariffs from time to time in accordance with applicable Laws and thereby affect Services provided to Customer hereunder, except that the terms and conditions of this Agreement shall supplement any such modified Tariff to the extent they are not inconsistent with the terms and conditions of the Tariff. Customer is responsible for payment of all applicable charges specified in Tariffs and other charges incurred in connection with Services provided to Customer's numbers, network addresses and authorization codes. Tariff charges are rounded up to the nearest tenth of a cent when billed (three (3) decimal places). Charges based on per-minute of use rates for underlying carrier services purchased by HEMISPHERE COMMUNICATIONS INC. to provide the services will be calculated on the basis of increments specified by the underlying carrier. Such increments may vary from carrier to carrier. Tariff charges are invoiced to Customer in arrears, except access loop charges and certain other charges as indicated on HEMISPHERE COMMUNICATIONS INC.'s Tariffs schedule, which are invoiced to Customer upon purchase. Any service provided by HEMISPHERE COMMUNICATIONS INC. that is not governed by a Service Order shall be offered solely in accordance with the applicable rates, terms and conditions of the Tariffs as the same may be revised from time to time.

6.4 Increases to Fees and Tariffs. The aforementioned notwithstanding and regardless of any fees or Tariffs stated in a Service Order, HEMISPHERE COMMUNICATIONS INC. may increase the fees for the Services and the Tariffs in the same proportion that HEMISPHERE COMMUNICATIONS INC.'s costs in providing the Services and related features increase due to mandated regulatory charges, increases in an underlying carrier's charges or other factors beyond HEMISPHERE COMMUNICATIONS INC.'s reasonable control. Any such rate increase will be charged

through to Customer by HEMISPHERE COMMUNICATIONS INC. at a rate equal to the increased cost to HEMISPHERE COMMUNICATIONS INC., and HEMISPHERE COMMUNICATIONS INC. will deliver advance notice of any such rate adjustment (thirty (30) days notice of any such adjustment of domestic rates, seven (7) days notice of any such adjustment of international rates).

6.5 Additional Charges. In the event additional charges accrue or are paid by HEMISPHERE COMMUNICATIONS INC. as a result of direct Customer requests (for example, a request for maintenance services), Customer shall reimburse HEMISPHERE COMMUNICATIONS INC. for such charges. HEMISPHERE COMMUNICATIONS INC. is entitled to recover any charges imposed on HEMISPHERE COMMUNICATIONS INC. by payphone owners or operators.

6.6 Taxes. All charges computed by HEMISPHERE COMMUNICATIONS INC. are exclusive of any taxes, surcharges, public utility fees and regulatory fees (including Universal Service Fees and similar charges). Such taxes and fees shall be invoiced by HEMISPHERE COMMUNICATIONS INC. and paid by Customer. Should Customer claim an exemption of any taxes or regulatory fees, Customer shall provide official documented/certified proof of such exemption. It is Customer's ongoing responsibility to ensure its exempt status, and the proof thereof, remains current. In no event shall HEMISPHERE COMMUNICATIONS INC. be liable for any taxes due by Customer, and Customer shall defend and indemnify HEMISPHERE COMMUNICATIONS INC. if any claim for taxes or fees is made.

6.7 Termination of Domestic Usage. The "cost per minute" outlined on any Service Order is based on the assumption that Customer will terminate at least 85% of Customer's total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. HEMISPHERE COMMUNICATIONS INC. will apply a surcharge of \$0.04 per minute of use to the number of minutes by which Customer's non-RBOC termination (being defined as the sum of outbound minutes that terminate in non-RBOC areas plus inbound (toll-free) minutes that originate in non-RBOC areas) exceeds 15% of Customer's total domestic usage. For purposes of the calculation pursuant to this paragraph, the Operating Company Number ("OCN") of the originating or terminating automatic number identification will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers below 9000 are classified as non-RBOC. The surcharge will be invoiced to Customer in arrears.

7. PAYMENT TERMS. Payment for HEMISPHERE COMMUNICATIONS INC.'s invoices shall be due thirty (30) days following the date of each invoice. Invoices will be sent by regular mail or e-mail or will be made available on the HEMISPHERE COMMUNICATIONS INC. Customer Care Portal. If the Customer has agreed to a revenue commitment and does not meet such commitment on a monthly basis, Customer shall be liable for 100% of any shortfall, which shall be due within thirty (30) days of invoice, without set-off or demand. In addition to all other remedies available to HEMISPHERE COMMUNICATIONS INC., a late fee shall be assessed in the amount of 1.5% (or the maximum rate permitted by law, whichever is less) of the unpaid balance per month until paid in full for charges not paid within thirty (30) days of the due date. Customer shall notify HEMISPHERE COMMUNICATIONS INC. in writing of all disputed amounts in its bills within thirty (30) days of the invoice date, identifying in reasonable detail the nature and amount of any such dispute. HEMISPHERE COMMUNICATIONS INC. shall promptly investigate all timely and appropriately documented disputes and respond to Customer within thirty (30) days. All amounts not so disputed shall be deemed final and not subject to further dispute. Customer agrees to pay HEMISPHERE COMMUNICATIONS INC. for all amounts billed and not so disputed, and where a dispute is resolved in favor of HEMISPHERE COMMUNICATIONS INC.. HEMISPHERE COMMUNICATIONS INC. will consider fairly any disputes raised in a timely manner, in good faith and appropriately documented. Customer may pay by check or credit card only. Customer agrees to provide HEMISPHERE COMMUNICATIONS INC. with complete and accurate contact and credit card information, and Customer agrees to advise HEMISPHERE COMMUNICATIONS INC. of any changes thereto. Customer authorizes HEMISPHERE COMMUNICATIONS INC. to charge Customer's credit card automatically to pay for Customer's charges. If a charge to Customer's credit card is declined or reversed, or if the account or credit card has expired or been suspended or closed, or if Customer fails to provide HEMISPHERE COMMUNICATIONS INC. with accurate or complete credit card information, HEMISPHERE COMMUNICATIONS INC. may suspend or terminate the Services.

8. CREDIT. The provision of Services is contingent upon establishment of and continuing credit approval by HEMISPHERE COMMUNICATIONS INC.. Customer hereby consents to HEMISPHERE COMMUNICATIONS INC.'s procurement of a credit score or report regarding Customer. At any time during the Service Term, HEMISPHERE COMMUNICATIONS INC. is entitled to require a deposit or other acceptable form of security from Customer, as it deems appropriate. In addition, if requested by HEMISPHERE COMMUNICATIONS INC., Customer agrees to provide, within two (2) business days of request, appropriate financial records to evaluate Customer's continuing ability to pay. HEMISPHERE COMMUNICATIONS INC. may,

immediately and without notice, suspend or terminate the Services if Customer fails to comply with these security obligations. Upon a payment default by Customer not cured in a timely manner, HEMISPHERE COMMUNICATIONS INC. shall have the right to offset against any security or deposit held any amounts owed to HEMISPHERE COMMUNICATIONS INC. by Customer, and to invoice and collect cancellation charges in accordance with Section 11 below.

9. CUSTOMER RESPONSIBILITIES.

9.1 Customer represents and warrants that it will comply with (a) HEMISPHERE COMMUNICATIONS INC.'s Acceptable Use Policy, available on HEMISPHERE COMMUNICATIONS INC.'s web site (www.HemisphereCommunicationsInc.com), and (b) all applicable laws, regulations, rules, court orders and government agency orders ("Laws") in its use of the Services and Equipment.

9.2 Customer assumes all risks of and full responsibility for the use of the Equipment and any and all other equipment connected or related to the Equipment or Customer's computer and telecommunication systems. Customer agrees not to remove the Equipment from the location at which it was initially installed without HEMISPHERE COMMUNICATIONS INC.'s prior written permission.

9.3 Customer will execute such other documents, provide such other information, and affirmatively cooperate with HEMISPHERE COMMUNICATIONS INC., all as may be reasonably required by HEMISPHERE COMMUNICATIONS INC. relevant to providing the Services. In particular, Customer accepts the responsibility for providing HEMISPHERE COMMUNICATIONS INC. with special access surcharge exemption forms and letters of agency as may be required by carriers for Services, if any. In addition, Customer agrees that HEMISPHERE COMMUNICATIONS INC. has the right to audit Customer's use of the Services and will make Customer's place of business (or other location at which Equipment is located, if requested by HEMISPHERE COMMUNICATIONS INC.) available for inspection upon reasonable notice and during reasonable business hours.

9.4 Customer assumes responsibility for the accuracy and completeness of all information provided to HEMISPHERE COMMUNICATIONS INC. in connection with the providing of Services and will reimburse HEMISPHERE COMMUNICATIONS INC. for any expenses HEMISPHERE COMMUNICATIONS INC. reasonably incurs as a result of inaccurate or incomplete information provided by Customer.

9.5 Customer will not sell, lease or license the Services, Equipment or any part thereof.

9.6 Customer must report any unauthorized use of the Services or Equipment to HEMISPHERE COMMUNICATIONS INC. immediately after Customer discovers such use. Customer is responsible for all use of the Services and Equipment provided to Customer, whether authorized or unauthorized.

9.7 Customer will not remove serial numbers or labels from, disassemble, reverse engineer, decompile, reset or otherwise tamper with the Equipment or any software embedded therein.

9.8 Customer will not challenge or attempt to register or otherwise protect any of HEMISPHERE COMMUNICATIONS INC.'s intellectual property or other rights in the Services and/or Equipment.

10. CONDITIONS AND LIMITATIONS ON SERVICES.

10.1 Customer may only use the Services and Equipment in the United States of America.

10.2 Customer understands and accepts that calls to certain countries may require HEMISPHERE COMMUNICATIONS INC.'s assistance in accordance with HEMISPHERE COMMUNICATIONS INC.'s fraud advisory and policy set forth on HEMISPHERE COMMUNICATIONS INC.'s web site ([www.HemisphereCommunications Inc..com](http://www.HemisphereCommunicationsInc.com)) as part of HEMISPHERE COMMUNICATIONS INC.'s Acceptable Use Policy.

10.3 Customer understands and accepts that the Services and Equipment will not function in the case of a power or Internet services failure or outage. Failure or an outage of power or Internet services will not relieve Customer of its payment obligations under this Agreement. During such a failure or outage, Customer will not be able to call for 911 or other emergency services.

11. CANCELLATION, SUSPENSION AND TERMINATION.

11.1 Cancellation by Customer. Upon thirty (30) days written notice, Customer may cancel the Services or any portion thereof provided pursuant to a Service Order. Such notice of cancellation must be accompanied by payment in full for all Services to be

provided during such thirty (30)-day notice period plus a cancellation charge (“Cancellation Charge”) as follows: 100% of the total remaining monthly recurring charges for the remaining balance.

11.2 Suspension or Termination by HEMISPHERE COMMUNICATIONS INC..

HEMISPHERE COMMUNICATIONS INC. may terminate this Agreement and any and all Service Orders, and the delivery of Services thereunder, at any time upon HEMISPHERE COMMUNICATIONS INC. giving Customer two (2) business days written notice of such termination, during which time the Customer shall have the opportunity to cure, in the event that HEMISPHERE COMMUNICATIONS INC. determines, in its sole and absolute discretion, that: (a) Customer has failed to make payments or to perform any other obligation or condition of this Agreement or a Service Order; (b) Customer is using the Services in a manner that interferes with or otherwise disrupts services provided by HEMISPHERE COMMUNICATIONS INC. to others; (c) Customer has used, attempted to use, intends to use or is using the Services in violation of any applicable Law; (d) Customer is insolvent, has made a general assignment for the benefit of creditors, has filed, or had filed against it, a petition in bankruptcy, or has had a receiver or trustee appointed for it or any of its assets; (e) Customer has made an unauthorized assignment of the Agreement or a Service Order; or (f) in the event that HEMISPHERE COMMUNICATIONS INC. has required Customer to provide a forecast covering a good faith estimate of the traffic volume and distribution for the ordered Services, Customer’s usage exceeds such forecast provided. In the event of termination by HEMISPHERE COMMUNICATIONS INC. under this Section 11.2, Customer shall pay to HEMISPHERE COMMUNICATIONS INC., upon demand, all amounts specified in Section 11.1 hereof, as a cancellation charge and not as a penalty, and HEMISPHERE COMMUNICATIONS INC. may exercise any and all remedies at law, in equity and/or under this Agreement. HEMISPHERE COMMUNICATIONS INC. may suspend any or all of the Services being provided to Customer immediately if any of the foregoing grounds for termination exists. If Services are suspended, a restoration charge may apply and a deposit in an amount equal to one (1)-month’s recurring charges, or greater, may be required, at HEMISPHERE COMMUNICATIONS INC.’s sole discretion, prior to HEMISPHERE COMMUNICATIONS INC. restoring the Services. In addition, if HEMISPHERE COMMUNICATIONS INC. discovers or suspects that Customer has engaged in, attempted to engage in, intends to engage in or is engaging in fraudulent or other unlawful activity, HEMISPHERE COMMUNICATIONS INC. has the right to provide Customer’s contact information to the police and other government authorities. HEMISPHERE COMMUNICATIONS INC. may also terminate this Agreement, the Services and all related Service Orders at the end of the term stated in the Service

Order by providing written notice to Customer prior to expiration of the then-current term; HEMISPHERE COMMUNICATIONS INC. has no obligation to permit renewal of the Services and/or Service Orders.

11.3 Additional Cancellation and Termination Charges. In the event of any cancellation or termination described in this Agreement, Customer shall also pay HEMISPHERE COMMUNICATIONS INC. an amount equal to any and all Tariffs, termination charges, porting fees, expenses, taxes, fees, costs and additional charges due under any and all applicable Service Orders, and any charges due to any carrier or Broadband Service provider that has provided services to Customer.

11.4 Cancellation for Legal Compliance. Notwithstanding the foregoing, and upon thirty (30) days prior written notice, either Customer and HEMISPHERE COMMUNICATIONS INC. shall have the right, without payment of any cancellation charge or other liability, to cancel any affected portion of the Services if: (a) HEMISPHERE COMMUNICATIONS INC. is prohibited by Law from providing such portion of the Services; (b) any material rate or term contained herein and relevant to the affected Services is substantially changed by or as a result of any regulation or order issued by any court of competent jurisdiction, the Federal Communications Commission, any other local, state or federal government authority, or any carrier or Broadband Service provider; or (c) any carrier or Broadband Service provider from which HEMISPHERE COMMUNICATIONS INC. is purchasing and reselling services to Customer is unable to provide its services to HEMISPHERE COMMUNICATIONS INC..

12. EMERGENCY 911 SERVICES.

12.1 Generally. Emergency 911 services (including without limitation Enhanced 911 (E911) services) that may be provided by HEMISPHERE COMMUNICATIONS INC. in connection with the Services may differ in certain respects from the emergency calling services provided by a traditional wire-line telecommunications provider. These differences may adversely affect the availability and/or timeliness of the provision of 911 services to Customer or others in the event of an emergency. Customer may have to enable 911 services on its devices or Services account. 911 dialing are not automatic. When a user dials 911 using the Services, the user will be routed to the general telephone number for the public safety answering point (PSAP) or local emergency service provider (which may not be answered outside business hours), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional wire-line telecommunications 911 dialing. HEMISPHERE COMMUNICATIONS INC. relies on third parties for the forwarding of information

underlying the routing of 911 calls, and accordingly HEMISPHERE COMMUNICATIONS INC. disclaims any and all liability or responsibility in the event such information is incorrect or delayed, or in the event the routing of a 911 call fails. In addition, due to limitations in technology, the location reported by HEMISPHERE COMMUNICATIONS INC. to the public safety dispatcher for Customer's telephone may not include the Customer's specific office or other location within a business premises. Due to the inherent limitation in HEMISPHERE COMMUNICATIONS INC.'s provision of 911 services, CUSTOMER SHOULD ALWAYS HAVE AN ALTERNATE MEANS OF ACCESSING EMERGENCY 911 SERVICES.

12.2 Locations of Users. Customer is responsible for the accurate reporting of the physical location where the Services are to be used and for instructing each employee, agent and contractor that he/she must provide HEMISPHERE COMMUNICATIONS INC. with the specific location in which he/she is located within the Customer's premises in the event of an emergency. Customer is required to maintain valid E911 addresses for each of Customer's physical locations where the Services are deployed. Should an emergency arise, emergency services may be delayed or may be unable to respond to Customer's needs if Customer's account does not have a valid E911 address on file. Failure to provide and maintain valid and current information as to the physical location of the telephone(s) could result in a charge to the Customer's account. In the event that any equipment used in connection with the Services is moved to another location, Customer is responsible for notifying HEMISPHERE COMMUNICATIONS INC. and updating Customer's account records to reflect the new address where the Services are to be provided, and for instructing each employee, agent and contractor that he/she must update HEMISPHERE COMMUNICATIONS INC. promptly when such employee, agent or contractor changes the physical location to which the Services are being provided. Even though Customer will be able to use the Services in the event Customer changes the physical location where the Services are to be provided, failure to update emergency dispatch information promptly could result in the failure to dispatch.

12.3 Limitations. As indicated in Sections 12.1 and 12.2, HEMISPHERE COMMUNICATIONS INC.'s provision of Enhanced 911 service has several limitations. Those limitations may prevent Customer from making emergency calls. Additional factors that could result in Enhanced 911 failures include but are not limited to any of the following:

- Loss of electrical power

- Loss of Internet connection for any reason
- Defective customer premises equipment
- Network congestion
- Delays in updating Customer's registered service address
- Unavailability of E911 service for phones or addresses outside the United States or Canada

Customer should inform all employees, agents and contractors who may have access to E911 service about this section of the Agreement and make sure they understand the terms and conditions under which the E911 service is available. Customer is solely responsible for marking its telephones and any other devices regarding the potential non-availability of traditional 911 or E911 dialing. In addition, Customer should inform its employees, agents and contractors of the following guidelines for use of 911 or E911 service in connection with the Services:

- Do not hang up from a 911 or E911 emergency service call unless and until instructed to do so by the 911 operators.
- If the call is disconnected for any reason, immediately dial 911 again.
- The caller must be prepared to provide a physical address and a callback telephone number to the 911 operators.

13. DISCLAIMER AND LIMITATION OF LIABILITY.

13.1 GENERALLY. HEMISPHERE COMMUNICATIONS INC. DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING OR PERFORMANCE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND ANY OTHER HEMISPHERE COMMUNICATIONS INC. PRODUCTS, SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE IN A WORKMAN-LIKE MANNER, COMPLIANCE WITH LAWS, QUALITY, ACCURACY, COMPLETENESS OR CURRENCY OF INFORMATION, SYSTEM INTEGRABILITY, TITLE, QUIET

ENJOYMENT AND NON-INFRINGEMENT. HEMISPHERE COMMUNICATIONS INC. DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE PRODUCTS, SERVICES OR EQUIPMENT PROVIDED WILL OPERATE UNINTERRUPTED, ERROR FREE OR WITHOUT DEGRADATION OR LOSS OF DATA, OR BE SECURE. IN NO EVENT WILL HEMISPHERE COMMUNICATIONS INC. OR ITS AFFILIATE, THIRD-PARTY SERVICE PROVIDER, FACILITY OPERATOR OR CARRIER, OR THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "HEMISPHERE COMMUNICATIONS INC. PARTIES") BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY COST OF COVER OR LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING FROM OR RELATED TO THIS AGREEMENT OR AN HEMISPHERE COMMUNICATIONS INC. PARTY'S PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, A FAILURE OF OR A DEFECT IN THE SERVICES, EQUIPMENT OR ANY PRODUCT, AN HEMISPHERE COMMUNICATIONS INC. PARTY'S VIOLATION OF A THIRD PARTY'S RIGHT, OR AN HEMISPHERE COMMUNICATIONS INC. PARTY'S ACTS OR OMISSIONS. HEMISPHERE COMMUNICATIONS INC. WILL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF, A FAILURE OR A DEFECT IN ANY PRODUCT OR SERVICE PROVIDED BY, OR VIOLATION OF ANY THIRD PARTY'S RIGHTS BY ANY THIRD-PARTY SERVICE PROVIDER, FACILITY OPERATOR OR CARRIER. THE HEMISPHERE COMMUNICATIONS INC. PARTIES' MAXIMUM TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED ONE MONTH'S RECURRING CHARGES UNDER THE RELEVANT SERVICE ORDER.

13.2 EMERGENCY 911 SERVICES. IN ADDITION TO THE FOREGOING, IN NO EVENT WILL ANY HEMISPHERE COMMUNICATIONS INC. PARTY BE LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS RELATED TO 911 DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES, AND CUSTOMER HEREBY WAIVES AND RELEASES ALL CLAIMS AND ACTIONS ARISING FROM OR RELATED TO 911 DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES. CUSTOMER AGREES TO DEFEND AND INDEMNIFY THE HEMISPHERE COMMUNICATIONS INC. PARTIES FROM AND AGAINST ANY CLAIM OR ACTION, AND ANY AND ALL RELATED LOSSES, DAMAGES, LIABILITIES, PENALTIES, SETTLEMENT OBLIGATIONS, COSTS, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES, RELATED TO 911 DIALING OR THE INABILITY TO REACH 911 EMERGENCY SERVICES.

14. INDEMNIFICATION.

14.1 Indemnification by HEMISPHERE COMMUNICATIONS INC.. HEMISPHERE COMMUNICATIONS INC. will defend Customer, at its expense, against any third-party claim or action, and indemnify Customer from any and all losses, damages, liabilities, settlement obligations, costs, attorneys' fees and other legal expenses related to such third-party claim or action, for bodily injury, death or property damage arising from HEMISPHERE COMMUNICATIONS INC.'s gross negligence or willful misconduct. Customer must: (a) promptly notify HEMISPHERE COMMUNICATIONS INC. in writing of the claim or action; (b) allow HEMISPHERE COMMUNICATIONS INC. to control, and cooperate with HEMISPHERE COMMUNICATIONS INC. in, the defense and any related settlement negotiations; and (c) be and remain in compliance with this Agreement.

14.2 Indemnification by Customer. Customer will defend the HEMISPHERE COMMUNICATIONS INC. Parties, at Customer's expense, against any third-party claim or action, and indemnify the HEMISPHERE COMMUNICATIONS INC. Parties from any and all losses, damages, liabilities, penalties, settlement obligations, costs, attorneys' fees and other legal expenses related to such third-party claim or action, arising from or related to: (a) Customer's breach of this Agreement or an agreement between Customer and a third party; (b) Customer's violation, infringement or misappropriation of the third party's intellectual property or other rights in Customer's use of the Services or Equipment; (c) Customer's violation of the third party's privacy, publicity, personality or other rights; (d) Customer's fraud in use of the Services or Equipment or fraud or misrepresentation regarding the nature or volume of Customer's traffic; (e) Customer's violation of an applicable Law; (f) bodily injury, death or property damage to the extent such claim or action arises from the negligence, gross negligence or willful misconduct of Customer, or if strict liability applies; or (g) Customer's business, acts or omissions. Customer will not settle any claim or action without HEMISPHERE COMMUNICATIONS INC.'s prior written consent. HEMISPHERE COMMUNICATIONS INC. will have the option, at its expense, to participate in the defense or settlement of the claim or action with counsel of its own choosing. If a conflict of interests arises or exists between the parties or if HEMISPHERE COMMUNICATIONS INC. has a good faith belief that its rights are being harmed by the counsel selected by Customer, HEMISPHERE COMMUNICATIONS INC. will have the right to retain separate counsel to represent its interests at Customer's sole cost and expense.

15. PRIVACY. The Services use the public Internet and third-party networks to transmit voice communications and data. HEMISPHERE COMMUNICATIONS INC. is not liable

for the interception, use or disclosure of Customer's voice communications or data. HEMISPHERE COMMUNICATIONS INC. does not represent, warrant or covenant that the Services or Equipment will maintain the privacy or security of Customer's voice communications or data.

16. NOTICES. Any notice required or permitted to be given pursuant to this Agreement shall be given in writing by overnight delivery service, sent via certified mail, return receipt requested, emailed, or delivered by hand, and such notice shall be deemed to have been given and received when delivered or when delivery was refused, or with respect to electronic transmissions, at the time of transmission (unless the sender received a notice of transmission failure). HEMISPHERE COMMUNICATIONS INC. may send any notice to Customer at Customer's latest physical address or email address provided by Customer. HEMISPHERE COMMUNICATIONS INC. may, in addition to all other methods of giving notice, send any notice to Customer's mailbox in Customer's account on the HEMISPHERE COMMUNICATIONS INC. Customer Care Portal. Customer must send all notices to the physical address, or email address stated on HEMISPHERE COMMUNICATIONS INC.'s web site (www.HemisphereCommunicationsInc.com) as HEMISPHERE COMMUNICATIONS INC.'s current contact information.

17. FORCE MAJEURE. HEMISPHERE COMMUNICATIONS INC.'s performance of any part of this Agreement shall be excused to the extent that it is hindered by flood, fire, natural disaster, strike, riot, war, terrorism, hostile attack, governmental action, cable cuts, supplier shortages, breaches, or delays, or any other cause (whether similar or dissimilar to those listed) beyond HEMISPHERE COMMUNICATIONS INC.'s reasonable control ("Force Majeure"). HEMISPHERE COMMUNICATIONS INC. may terminate the Services without liability in the case a Force Majeure hinders HEMISPHERE COMMUNICATIONS INC.'s performance for more than five (5) days.

18. ENFORCEMENT. In the event a suit is brought or an attorney or collection agency is retained by HEMISPHERE COMMUNICATIONS INC. to enforce the terms of this Agreement or any Service Order, or to collect any monies due hereunder, or to collect money damages for breach thereof, HEMISPHERE COMMUNICATIONS INC. shall be entitled to recover, in addition to any other remedy available at law or in equity, reimbursement for reasonable attorneys' fees, court costs, collection costs, costs of investigation and other related expenses incurred in connection therewith.

19. ENTIRE AGREEMENT. This Agreement, all documents referred to herein and any related Service Order executed by the parties constitute the entire agreement between

the parties and supersede any and all prior agreements between the parties with respect to the subject matter hereof. No additions, deletions or modifications to this Agreement or any Service Order shall be binding unless (a) made in a writing signed by both parties or (b) agreed to by the party to be charged by electronic means. In the event of a conflict between any of the terms and conditions of this Agreement and any Service Order, the terms and conditions in the Service Order shall prevail.

20. NO CLASS ACTION. Customer irrevocably waives any right Customer may have to serve as a representative or as a private attorney general, or to participate as a member of a class of claimants, in any lawsuit, arbitration or other proceeding against any HEMISPHERE COMMUNICATIONS INC. Party arising from, related to or connected with this Agreement.

21. BINDING NATURE AND ASSIGNMENT. This Agreement and any related Service Orders shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns; provided, however, that Customer shall not assign or transfer its rights or obligations hereunder without the prior written consent of HEMISPHERE COMMUNICATIONS INC.. HEMISPHERE COMMUNICATIONS INC. may subcontract all or any part of the Services provided and assign and transfer its rights and obligations under this Agreement.

22. ELECTRONIC COMMUNICATIONS. Customer consents to receive all notices in electronic form. Both parties agree that any agreements and notices made, accepted and/or given by one or both parties in electronic form are as legally binding as if made in physical written form.

23. ONLINE ACCOUNT RESPONSIBILITY. Customer is solely responsible for protecting the secrecy of its username and password. Customer will be liable for any access and/or use of its account, authorized or unauthorized, using Customer's username and password. Customer must notify HEMISPHERE COMMUNICATIONS INC. immediately if it suspects unauthorized use of its account.

24. INDEPENDENT CONTRACTORS. The parties are independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint venture or enterprise between the parties.

25. GOVERNING LAW. This Agreement and any related Service Orders shall be governed by and construed according to the laws of the State of Illinois, without regard to its conflict of laws provisions.

26. LIMITATION ON CLAIMS. No cause of action may be asserted against either party more than one (1) year after the time the facts giving rise to the cause of action are discovered or should have been discovered.

27. ARBITRATION. Any dispute or controversy arising out of or in connection with this Agreement or any related Service Order, or otherwise related to the Services or Equipment, shall be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law applies to this Agreement. The arbitration will be administered by the American Arbitration Association (AAA), conducted by one (1) arbitrator, and conducted in accordance with the AAA's Commercial Arbitration Rules. The arbitration shall be conducted in Springfield, Illinois. The parties' briefs and other documents and the arbitrator's findings and decision will be confidential unless required to be disclosed by law. Neither party may use any finding or decision of the arbitrator in existing or subsequent litigation or arbitration involving any other person, entity or organization. The arbitrator must have sufficient experience in the matter(s) at issue. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final and binding. Neither party shall have the right to appeal an error of law or fact. Each party shall bear the cost of preparing and presenting its case. The fees and expenses of the AAA, including the arbitrator, shall be the responsibility of the non-prevailing party. Any claim or action to enter or enforce the award shall be initiated in the state or federal courts for Springfield, Illinois. Notwithstanding the foregoing, either party may bring suit in court to enjoin unauthorized access or trespass to its computer networks or any misappropriation, infringement or violation of its intellectual property rights. The arbitrator will have the exclusive power to rule on the formation, interpretation, applicability, validity or enforceability of this Agreement, including without limitation the validity or enforceability of this arbitration agreement. The arbitrator will not have the power to conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals.

28. FORUM. If any dispute or controversy arising out of or in connection with this Agreement or any related Service Order, or otherwise related to the Services or Equipment, cannot lawfully be resolved by arbitration as described in Section 27, the complainant must bring any claim or action in the state or federal courts for Springfield,

Illinois, and the parties waive any objection based on personal jurisdiction, venue or forum non conveniens.

29. SEVERABILITY. If any provision(s) of this Agreement or any related Service Order shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties further agree to substitute a valid provision that most closely approximates the economic effect of the invalid provision.

30. WAIVER. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

31. CONSTRUCTION. To the extent permitted by applicable law, the parties agree to and do hereby waive any applicable statutory and common law that may permit a court to construe a contract against its drafter.

32. SURVIVAL. The terms and provisions contained in this Agreement and any related Service Order that, by their sense and context, are intended to survive the performance thereof by the parties hereto shall survive the completion of performance and termination or cancellation, including, without limitation, the making of any and all payments due hereunder.

HEMISPHERE COMMUNICATIONS INC. RATES AND TERMS

Federal

- [Federal Price List](#)

State Tariffs

- [Alabama Tariff](#)
- [Florida Tariff](#)
- [Illinois Tariff](#)
- Maryland
- [Maryland CLEC No 1 Tariff](#)
- [Maryland IXC No 2 Tariff](#)

- [Missouri Tariff](#)
- [Pennsylvania](#)
- [Pennsylvania PUC No 1 Sup Tariff](#)
- [Pennsylvania PUC CLEC No 2 Sup Tariff](#)
- [Wyoming](#)
- [Wyoming IXC Tariff](#)
- [Wyoming Local Tariff](#)

State Price Lists

- [Indiana](#)
- [Indiana Local Price List](#)
- [Indiana IXC Price List](#)
- [Maine](#)
- [Maine Local Price List](#)
- [Maine IXC Price List](#)
- [New Hampshire Rate Schedule](#)

Name Disclosure: On December 12, 2012 Zone Telecom, LLC, a Delaware limited liability company, changed its name to HEMISPHERE COMMUNICATIONS INC. Business, LLC (“HEMISPHERE COMMUNICATIONS INC. Business”), a Delaware limited liability company. HEMISPHERE COMMUNICATIONS INC. Business has not changed any rates, regulations or conditions of service as a result of this name change, and customers will continue to receive the same quality service from HEMISPHERE COMMUNICATIONS INC. Business as they always have.

HEMISPHERE COMMUNICATIONS INC. PRIVACY STATEMENT

HEMISPHERE COMMUNICATIONS INC. is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to HEMISPHERE COMMUNICATIONS INC.’s website and governs data collection and usage. By using the HEMISPHERE COMMUNICATIONS INC. website, you consent to the data practices described in this statement.

Collection of your Personal Information

HEMISPHERE COMMUNICATIONS INC. collects personally identifiable information, such as your email address, name, home or work address or telephone number. HEMISPHERE COMMUNICATIONS INC. also collects anonymous demographic

information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

Information about your computer hardware and software is also automatically collected by HEMISPHERE COMMUNICATIONS INC.. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by HEMISPHERE COMMUNICATIONS INC. for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the HEMISPHERE COMMUNICATIONS INC. website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through HEMISPHERE COMMUNICATIONS INC. public message boards, this information may be collected and used by others. Note: HEMISPHERE COMMUNICATIONS INC. does not read any of your private online communications.

HEMISPHERE COMMUNICATIONS INC. encourages you to review the privacy statements of websites you choose to link to from HEMISPHERE COMMUNICATIONS INC. so that you can understand how those websites collect, use and share your information. HEMISPHERE COMMUNICATIONS INC. is not responsible for the privacy statements or other content on websites outside of the HEMISPHERE COMMUNICATIONS INC. family of websites.

Use of your Personal Information

HEMISPHERE COMMUNICATIONS INC. collects and uses your personal information to operate the HEMISPHERE COMMUNICATIONS INC. website and deliver the services you have requested. HEMISPHERE COMMUNICATIONS INC. also uses your personally identifiable information to inform you of other products or services available from HEMISPHERE COMMUNICATIONS INC. and its affiliates. HEMISPHERE COMMUNICATIONS INC. may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

HEMISPHERE COMMUNICATIONS INC. does not sell, rent or lease its customer lists to third parties. HEMISPHERE COMMUNICATIONS INC. may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (email, name, address, telephone number) is not transferred to the third party. In addition, HEMISPHERE COMMUNICATIONS INC. may share data with trusted partners

to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to HEMISPHERE COMMUNICATIONS INC., and they are required to maintain the confidentiality of your information.

HEMISPHERE COMMUNICATIONS INC. does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

HEMISPHERE COMMUNICATIONS INC. keeps track of the websites and pages our customers visit within HEMISPHERE COMMUNICATIONS INC., in order to determine what HEMISPHERE COMMUNICATIONS INC. services are the most popular. This data is used to deliver customized content and advertising within HEMISPHERE COMMUNICATIONS INC. to customers whose behavior indicates that they are interested in a particular subject area.

HEMISPHERE COMMUNICATIONS INC. websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on HEMISPHERE COMMUNICATIONS INC. or the site; (b) protect and defend the rights or property of HEMISPHERE COMMUNICATIONS INC.; and, (c) act under exigent circumstances to protect the personal safety of users of HEMISPHERE COMMUNICATIONS INC., or the public.

Use of Cookies

The HEMISPHERE COMMUNICATIONS INC. website uses “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a webpage server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize HEMISPHERE COMMUNICATIONS INC. pages, or register with HEMISPHERE COMMUNICATIONS INC. site or services, a cookie helps HEMISPHERE COMMUNICATIONS INC. to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return

to the same HEMISPHERE COMMUNICATIONS INC. website, the information you previously provided can be retrieved, so you can easily use the HEMISPHERE COMMUNICATIONS INC. features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the HEMISPHERE COMMUNICATIONS INC. services or websites you visit.

Security of your Personal Information

HEMISPHERE COMMUNICATIONS INC. secures your personal information from unauthorized access, use or disclosure. HEMISPHERE COMMUNICATIONS INC. secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Changes to this Statement

HEMISPHERE COMMUNICATIONS INC. will occasionally update this Statement of Privacy to reflect company and customer feedback. HEMISPHERE COMMUNICATIONS INC. encourages you to periodically review this Statement to be informed of how HEMISPHERE COMMUNICATIONS INC. is protecting your information.

Contact Information

HEMISPHERE COMMUNICATIONS INC. welcomes your comments regarding this Statement of Privacy. If you believe that HEMISPHERE COMMUNICATIONS INC. has not adhered to this Statement, please contact HEMISPHERE COMMUNICATIONS Inc. [at sales@hemisphere.net](mailto:sales@hemisphere.net). We will use commercially reasonable efforts to promptly determine and remedy the problem.