



TERMS AND CONDITIONS

These Terms of Service constitute the agreement ("Agreement") between **CENTRIX NETWORKS, LLC**, ("we," "us" or "**CENTRIX NETWORKS, LLC**") and **(CLIENT NAME)** of **CENTRIX NETWORKS, LLC**'s business communications services and any related products or services ("Service"). This Agreement governs both the Service and where applicable any devices, such as an IP phone, V, Multimedia Terminal Adapter, Analog Telephone Adapter or any other connection device ("Device" or "Equipment"), used in conjunction with the Service and provided by **CENTRIX NETWORKS, LLC**.

BY ACCEPTING THIS AGREEMENT, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. SERVICE

1.1 Term of Contract.

Service is offered for a term of months indicated on your estimate and begins on the date that **CENTRIX NETWORKS, LLC**, activates your Service. Subsequent terms of this Agreement automatically renew on an annual basis at the end of the contracted term unless you give us written notice of non-renewal (30) days before the end of the term in which the notice is given. You are contracting the Service for the full length of the term, meaning that if you attempt to disconnect Service prior to the end of the term you will be responsible for an Early Cancellation Fee. The Early Cancellation Fee consists of the remaining monthly recurring charges that would complete the term, as well as any discounts extended to you. Customer shall pay Centrix Networks the Early Cancellation Fee within thirty (30) days after terminating this Agreement.

1.2 Other Term Commitments.

If you accept an equipment upgrade or other promotion, there may be a term commitment associated with the benefit you accepted. Your term begins on the date you activate the new equipment or accept the promotion and ends on the last day of the commitment period. The commitment period will be disclosed as part of the promotion. If you disconnect service prior to the end of the commitment period, you agree to pay **CENTRIX NETWORKS, LLC**, a recovery fee for the promotion and/or promotion(s) you accepted. Recovery fees are cumulative and in addition to any other charges or fees you may owe **CENTRIX NETWORKS, LLC**, upon disconnection of service, such as those described in §3.4. Early termination of contract will result in 100% liquidation damages of monthly recurring charges.

1.3 Use of Service and Device.

When you subscribe to **CENTRIX NETWORKS, LLC** business services, the Service and any Devices are provided to you solely for use by the customer in normal business activity. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting/ fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal business usage patterns. You may not resell or provide any telecom or data service to any other party for the purpose of delivering local, long distance, international, or VOIP traffic.

1.4 Prohibited Uses; Unlawful/ Inappropriate Conduct.

You shall use the Service and the Device only for lawful purposes. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, illegal, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full charges to the end of the

current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, **CENTRIX NETWORKS, LLC**, will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, **CENTRIX NETWORKS, LLC**, reserves all of its rights at law and equity to proceed against **(Client Name)** or anyone who uses the Services illegally or improperly.

1.5 Use of Service and Device by Customers outside the United States.

CENTRIX NETWORKS, LLC, does not warrant Service in any countries other than the United States. Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, **CENTRIX NETWORKS, LLC**, does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device in violation of laws of jurisdictions outside the U.S.

1.6 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.

(a) Copyright; Trademark.

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Device; Firmware or Software.

You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. Unless noted, you expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against **CENTRIX NETWORKS, LLC** any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.7 Tampering with the Device or Service.

You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

1.8 Theft of Service.

You shall not use the Service in a manner calculated to avoid **CENTRIX NETWORKS, LLC**, policies. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. **CENTRIX**

NETWORKS, LLC reserves all of its rights at law and equity to proceed against **CENTRIX NETWORKS, LLC** anyone who uses the Services illegally or improperly.

1.9 Number Transfer on Service Disconnection.

Upon the disconnection of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- (a) Such new service provider is able to accept such number
- (b) Your account has been properly disconnected
- (c) Your account is completely current, including payment for all charges and applicable disconnection fees
- (d) You request the transfer upon disconnecting your account.

1.10 Service Distinctions.

The Service is not a traditional telecommunications service. Situations beyond our control may affect the Service, such as power outages, fluctuations in the internet, and underlying broadband service. Other situations may affect Service, such as maintenance. **CENTRIX NETWORKS, LLC**, will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

1.11 Ownership and Risk of Loss.

You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is transferred to you until the time (if any) when it is returned to us in accordance with this Agreement.

1.12 Directory Listing.

The phone numbers you obtain from us may be listed in Local telephone directories. Phone numbers transferred from your current phone company may also be listed.

1.13 Thirty Day Trial Period

Your first 30 days of service is considered a Trial Period in which the service can be terminated with no penalty in the event there is a legitimate technical issue that was unable to be rectified while working in conjunction with Centrix Networks. Any deposits paid for service are non-refundable.

2. CHARGES; PAYMENTS; TAXES; DISCONNECTION

2.1 Billing.

When the service is ordered, you must provide us with a valid email address and proper business credentials. **CENTRIX NETWORKS, LLC**, reserves the right to change or modify acceptable methods of payment. **CENTRIX NETWORKS, LLC**, will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your account, including but not limited to :

(a) Activation fees; monthly Service fees; usage charges; international usage charges; advanced feature charges; premium services/Add-Ons, equipment purchases; regulatory recovery fee; Emergency 911 Cost Recovery; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges.

(b) The amount of such fees and charges may change from time to time. Notification of monthly invoices will be sent to you via your email address on file with us, or by standard US Postal Service, or hand delivered.

(c) The above fees are defined as follows:

(i) Activation Fee - This fee covers charges for setting up your account and activating you on our system.

(ii) Monthly Service Fee - This is the basic charge associated with your service. This fee includes the calling charges defined by your plan, the features associated with your plan and basic account services.

(iii) Usage Charges – **CENTRIX NETWORKS, LLC** will bill you for the minutes you use above your allowance. **CENTRIX NETWORKS, LLC** also bills for calls to directory assistance and other information services.

(iv) International Usage Charges – Refer to long distance rates on, www.GoCentrix.com, rates are subject to change without notice.

(v) Advanced Features, Additional Premium Services – CENTRIX NETWORKS, LLC charges additional fees for enhanced features and services and customer may inquire about these services by calling customer service.

(vi) Equipment Purchases - In most CENTRIX NETWORKS, LLC instances, you will pay for equipment associated with your CENTRIX NETWORKS, LLC, service by remitting a 50% deposit when product is ordered with the remaining balance paid when product is delivered. In the case of equipment being leased, CENTRIX NETWORKS, LLC owns all equipment. All other services that are not associated with monthly recurring charges shall be posted to the next month's bill.

(viii) Regulatory Recovery Fee - A regulatory recovery surcharge of \$0.99 applies to each phone number. CENTRIX NETWORKS, LLC, uses this fee to pay our regulatory-related fees and expenses, including taxes, number portability charges, and related legal fees.

(ix) Emergency 911 Cost Recovery of \$0.99 applies to each line of service. This fee is used to recover costs directly associated with developing, implementing and maintaining a nationwide E911 in compliance with FCC regulations, CENTRIX NETWORKS, LLC, 911 dialing and the 911 emergency call center.

(x) Taxes – refer to 2.5

2.2 Billing Disputes.

You must notify us in writing within seven days after receiving your statement if you dispute any charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Customer Care Billing Department
CENTRIX NETWORKS, LLC,
7512 Dr. Phillips Boulevard
Suite 50-241
Orlando, Florida 32819

2.3 Payment and Collection.

(a) Payment.

The Service agreement for this Service authorizes us to open an account for the purposes of billing and collecting monthly charges. We may disconnect your Service at any time for non-payment of account charges. All late invoices are subject to a 10% penalty of total bill.

(b) Collection.

If your Service is disconnected, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees. We reserve the right to collect all property under the ownership of Centrix Networks by any means necessary.

2.4 Disconnection; Discontinuance of Service.

We reserve the right to suspend or discontinue the Service (generally) for any maintenance, updates, or for the safety of the network. We may disconnect your Service at any time at our sole and absolute discretion due to non-payment. If we suspend or discontinue the Service generally; you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. Disconnection may occur if notice of account delinquency goes past ten days. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the disconnection fee, if applicable, all of which will immediately become due and payable. CENTRIX NETWORKS, LLC, will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus. If CENTRIX NETWORKS, LLC terminates service in accordance with this section, and customer wants to restore such service, customer first must pay all past due charges, a reconnection charge, and a deposit equal to two months' recurring charges if disconnect occurs twice in a six month period. All requests for disconnection will be processed by CENTRIX NETWORKS, LLC in thirty days or less. Customer must pay for Services until such disconnection actually occurs. All refunds must be requested within 30 days of original invoice and are subject to a 15% restocking fee.

2.5 Taxes.

State and local governments may assess taxes, surcharges and/or fees on your use of service. These charges may be a flat fee or a percentage of your charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your account as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate. **Toll Charges.** If use of our "Toll Free" feature or any toll free feature that we offer in the future, we will be entitled to recover from you any charges imposed on us either directly or indirectly in connection with toll free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as we deem appropriate for the recovery of these costs.

2.6 Reconnection Fee.

You will be charged a disconnection fee of \$50.00 per device if your Service is disconnected for any of the above mentioned terms.

2.7 Charges for Directory Calls (411).

We will charge you \$0.99 for each call made to directory assistance

3. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

3.1 Limitation of Liability.

We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- (a) an act or omission of an underlying carrier, service provider, vendor or other third party;
- (b) equipment, network or facility failure, modification, shortage, or upgrade;
- (c) force events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- (d) equipment or facility relocation;
- (e) service, equipment, network or facility failure caused by the loss of power to you;
- (f) outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- (g) any act or omission by you or any person using the Service or Device provided to you;
- (h) any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

3.2 Disclaimer of Liability for Damages.

IN NO EVENT WILL **CENTRIX NETWORKS, LLC**, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

3.3 Indemnification and Survival.

(a) Indemnification.

You shall defend, indemnify, and hold harmless CENTRIX NETWORKS, LLC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation,

attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device.

(b) Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

3.4 No Warranties on Service.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER CENTRIX NETWORKS, LLC NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CENTRIX NETWORKS, LLC OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY CENTRIX NETWORKS, LLC OR IT'S AGENTS OR CENTRIX NETWORKS, LLC CALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

3.5 Device Warranties

(a) Limited Warranty.

Except as set forth herein, if you received a Device from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

3.6 No Third Party Beneficiaries.

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

3.7 Content.

You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic

CENTRIX NETWORKS, LLC instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

4. MISCELLANEOUS

4.1 Governing Law.

The Agreement and the relationship between you and us is governed by the laws of the State of Florida without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 5.2, you shall submit to the personal and exclusive jurisdiction of the courts located within the State of Florida and waive any objection as to venue or inconvenient forum.

4.2 No Waiver of Rights.

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

4.3 Entire Agreement.

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services govern the use of the Service by you, guests and employees. This Agreement supersedes any prior agreements between you and **CENTRIX NETWORKS, LLC** and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. This agreement is non-transferable to any other entities.

4.4 Severability.

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

4.5 Maintenance.

CENTRIX NETWORKS, LLC will need access to client's property for maintenance issues. If client does not allow access during non-operational hours, **CENTRIX NETWORKS, LLC** is not responsible for any occurrences to equipment during the non-operational hours.

4.6 Monitoring

CENTRIX NETWORKS, LLC may from time to time monitor and/or record calls to verify or test the quality of voice transmissions.

4.7 Cancellation, Modification or Expedition of Orders.

(a) Cancellation.

Customer may cancel a service order(s) if the request is received in writing by **CENTRIX NETWORKS, LLC** prior to the planned installation date, and **CENTRIX NETWORKS, LLC** shall have the right to assess a cancellation charge (a service order can only be cancelled one time; the execution of a new service order restarts the cancellation process.) if the request to cancel is received after installation has begun, customer must pay full termination liability. Full termination liability charges will be: full amount of hardware, travel time, and labor. Labor is a minimum of one hour.

(b) Modification.

Customer may request in writing the modification of an service order(s). Such request shall result in a modification charge. If **CENTRIX NETWORKS, LLC** receives a written modification request for delay of installation date, customer must pay, in addition to the modification charge, the monthly recurring charge applicable to the delayed service for the shorter of one billing month or the period from the original due date to the requested installation date. **CENTRIX NETWORKS, LLC** reserves the right to limit the number of requests to delay the planned installation date.

(c) Expedite.

Customer may request an expedited installation date. If **CENTRIX NETWORKS, LLC** accepts the expedited installation date, customer must pay an expedite charge.

(d) Third Party Charges.

In addition to the charges set forth in (a), (b), and (c) above, **CENTRIX NETWORKS, LLC** may bill customer for any third party charges it incurs in order to complete customer's request to cancel, modify, or expedite the service order(s).

5. EMERGENCY SERVICES - 911 DIALING

5.1 911 Dialing.

911 dialing may be different than traditional 911 services. Customer with exception of Softphones and sites other than customer's physical address has access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to communicate. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

5.2 Notify All Users.

You should inform any persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of 911 Dialing as compared with basic 911 or E911. It is the customer's responsibility to inform others of these differences.

5.3 Registration of Physical Location Required.

For each phone number that you use for the Service, you must register with **CENTRIX NETWORKS, LLC** the physical location where you will be using the Service with that phone number. When you move the Device to another location, you will not be able to access 911 services with the moved phone number or device.

5.4 Confirmation of Activation Required.

Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive confirmation that the 911 Dialing feature has been activated for that phone line.

5.5 Service Outages.

(a) Service outage definition.

A complete loss of transmission or reception capability for a service caused by **CENTRIX NETWORKS, LLC**

(b) Service Outages Due to Power Failure or Disruption.

911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(c) Service Outages Due to Internet Outage, Suspension or Disconnection of Broadband Service or ISP Service.

Service outages or suspensions or disconnections of service by your broadband provider or ISP may prevent all Service, including 911 Dialing, from functioning.

(d) Service Outage Due to Disconnection of Your Account.

Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

(e) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that **CENTRIX NETWORKS, LLC** is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

(f) Other Service Outages.

If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

(g) Service Outages.

Service outage as defined is a complete loss of transmission or reception capability for a service caused by **CENTRIX NETWORKS, LLC**. We are not responsible for any service outages. **CENTRIX NETWORKS, LLC** standard support for outages and other technical issues with regards to the phone systems is Monday-Friday from 09:00-17:00. Service for complete outages will be assessed and prioritized by **CENTRIX NETWORKS, LLC**.

(h) Network Security.

CENTRIX NETWORKS, LLC system has a self-preservation feature for the network, and if the network detects potential for compromise it will suspend service indefinitely without notice until problems are resolved.

5.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers.

911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number. **CENTRIX NETWORKS, LLC** will notify and inform proper channels of said changes and route 911 calls to the Public Safety Answering Point.

5.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

5.8 Disclaimer of Liability and Indemnification.

We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither **CENTRIX NETWORKS, LLC** nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action. You shall defend, indemnify, and hold harmless **CENTRIX NETWORKS, LLC**, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

6. FUTURE CHANGES TO THIS AGREEMENT

We reserve the right to change the terms and conditions of this agreement at any time. Notices will be considered given and effective on the date amended. Such changes will become binding on you on the date they are conveyed to you by the best means possible and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Customers in connection with distribution, including, without limitation, any written terms enclosed within the packaging of the Device. For T & C revisions please go to www.GoCentrix.com.

7. PRIVACY

CENTRIX NETWORKS, LLC Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and internet communications. **CENTRIX NETWORKS, LLC**, is not liable for any lack of privacy which may be experienced with regard to the Service. Customer records will be secured under methods deemed suitable by **CENTRIX NETWORKS, LLC**.

8. EXPRESSED AGREEMENT

By your usage of **CENTRIX NETWORKS, LLC** service(s) you expressly agree to all the aforementioned terms and conditions