

STANDARD TERMS AND CONDITIONS OF SERVICE

1. SCOPE. These terms and conditions apply to the provision of all telecommunications and related services ("Services") by MASS Communications, Inc., on behalf of itself and its operating affiliates ("MASS") to Customer under the service agreement ("Agreement") to which this schedule is a part. The Services will be offered in each area to the Customer by MASS or by an entity (the "Authorized Entity") which is an affiliate of MASS authorized to provide the Services in the applicable jurisdiction. The terms and conditions of this Agreement are, and shall be, applicable to the Services provided to the Customer by each Authorized Entity.

2. TERM.

a) The Agreement shall be effective on the Effective Date indicated on the first page of the Agreement. The term of the Agreement shall commence upon Acceptance of the Service (as hereinafter defined) at all of the Service Locations covered by this Agreement, or the Effective Date, whichever is later, and shall continue in full force and effect for the time period indicated on the first page of the Agreement ("Term"), unless earlier terminated in accordance with its terms. During the time prior to commencement of the Term, Customer shall be responsible for paying any monthly recurring charges for circuits and/or facilities Accepted at the Service Location(s) which will carry either data, voice or both and associated actual usage of the Services, plus applicable taxes and surcharges, *provided that* in the event Customer cancels the Agreement at any time during this period prior to commencement of the Term, except as permitted by Section 6 of the Standard Terms, Customer shall be responsible for the full early termination charges as set forth in Section 7 of the Standard Terms. "**Acceptance**" as used herein shall mean the earlier of: (i) actual use of the Services; (ii) the date the Service is installed and is running in test mode in accordance with the requirements of this Agreement, with no trouble tickets established by Customer, for a period of seven days, or (iii) ten (10) days after delivery of the circuits and/or facilities to Customer's premise. After expiration of the Term, except where prohibited by state law, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to the original Term or such lesser amount as permitted by state law, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least sixty (60) days prior to expiration of the then current Term. If a party provides written notice of its intent not to renew, the Services shall continue under the terms and conditions of the Agreement, including application of the Minimum Monthly Fee as hereinafter defined, after expiration of the Term on a month-to-month basis with the Services

priced at MASS' then current monthly rates until each respective service is canceled by either Party upon sixty (60) days written notice to the other Party. MASS' provision of Services is contingent upon Customer's compliance with MASS' credit requirements, which requirements may be revised during the Term hereof in MASS' sole reasonable discretion.

b) ADDITIONAL SERVICES. Additional Services may be added from time to time by Customer, which Additional Services will be co-terminus with the Term of the Agreement *provided that* (i) a minimum in-service period of one (1) year ("Minimum In-Service Period") shall apply for each Additional Service; (ii) the parties amend this Agreement to add the rate schedule applicable to such Additional Service; and (iii) the MMF shall be adjusted by an amount equal to one hundred percent of the monthly recurring charges for the Additional Service and (if applicable) sixty-five percent of the anticipated usage of the services. In the event that the Term of the Agreement expires prior to expiration of the Minimum In-Service Period for any Additional Services, the Agreement shall continue in full force and effect with respect to such Additional Service only until expiration of the Minimum In-Service Period.

3. RATES AND CHARGES.

a) The rates and charges for the Services shall be those set forth in the rate schedule to the Agreement (the "Rate Schedule") or other appropriate schedule thereto and/or MASS' tariffs, as applicable and as amended from time to time. The rates and charges in the Rate Schedule apply only to the Services provided at the service address listed on the Rate Schedule of the Agreement. Each additional Customer location added after the Effective Date of the Agreement shall require its own rate schedule. Calls made using any service offered by MASS are rounded up to the next cent at the termination of the call. For any MASS service used by Customer for which a rate is not specified in the Agreement, MASS' standard business rate shall apply.

b) Notwithstanding the foregoing, Customer guarantees to MASS payment of a minimum monthly fee in the amount set forth on the first page of the Agreement ("Minimum Monthly Fee"). For each month Customer agrees to pay the greater of (i) the total amount otherwise due for the month for all Services and any Equipment provided under the Agreement, or (ii) the Minimum Monthly Fee. Compliance with the Minimum Monthly Fee shall be based on Customer's Service charges prior to application of any taxes or surcharges.

c) In the event Customer causes in whole or in part, as determined by MASS in its sole discretion, any delays or failure in performance of MASS's

obligations under the Agreement resulting in MASS's inability to place an order with the underlying provider of Services provided under a Service Agreement within thirty (30) days of the Effective Date of said Service Agreement from Customer, the rates for the Services may change.

4. TAXES AND SURCHARGES. In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding taxes based on MASS' net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the MASS website at www.masscommgroup.com/legalnotices. To the extent a sale is claimed to be subject to a tax exemption, and Customer provides MASS with a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption, MASS agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide said certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate.

5. BILLING AND PAYMENT. Billing for a Service shall commence on the earlier of: (i) use of the Service by Customer; or (ii) ten (10) days after delivery of the Service to Customer's service address. All bills are due and payable upon receipt. If Customer's bill is not paid by the date, which is thirty (30) days after the invoice date listed on the bill (the "Due Date"), Customer also shall pay MASS a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law). Customer must provide MASS with written notice of any disputed charge(s) within ninety (90) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. If the dispute is filed on or before the Due Date for the respective invoice, Customer shall pay the invoiced amount minus the disputed amount by the Due Date. Customer shall have no right to withhold amounts not disputed by the Due Date, *provided that* payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. MASS and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of MASS, Customer shall pay the disputed amount previously withheld within ten (10) days of such resolution, including interest at the rate specified above from the original due date. If the dispute is subsequently resolved in favor of Customer, MASS shall issue a credit on Customer's subsequent invoice for the disputed amount. If MASS initiates legal proceedings to collect any amount due hereunder and

MASS substantially prevails in such proceedings then Customer shall pay the reasonable attorneys' fees and costs incurred by MASS in prosecuting such proceedings and any appeals there from.

6. TERMINATION.

a) A party may terminate the Agreement on thirty (30) days' written notice if the other party materially breaches the Agreement and such breaching party fails to cure the breach within such notice period, *provided that* the cure period for breach of any of Customer's payment obligations shall only be ten (10) days.

b) A party may terminate the Agreement upon written notice to the other party if (i) the other party dissolves or becomes insolvent or bankrupt; (ii) the other party makes an assignment for the benefit of creditors; (iii) the other party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; (iv) a trustee or receiver of the other party is appointed; or (v) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against the other party and not dismissed within thirty (30) days.

c) If Customer (or any Customer affiliate) is in default of the terms of any other agreement between MASS (or any MASS affiliate) and Customer (or any Customer affiliate), including but not limited to any payment obligation to MASS or its affiliates, then MASS, at its sole option, may consider such default as a default under this Agreement and provide notice of default in accordance with the terms of this Agreement. Customer further understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it (or any Customer affiliate) has entered into with MASS and/or its affiliates and understands and agrees that any such breach shall authorize MASS and/or any of its affiliates to immediately suspend performance under, and or terminate, said agreements with Customer (or Customer's affiliates) for default.

d) In addition to MASS' remedies under Section 5 and Section 6(a) hereof, MASS shall have the right on fifteen (15) days prior notice to immediately and without further notice suspend Services to Customer in the event of nonpayment by the Due Date of any charges not disputed in accordance with the provisions of Section 5.

7. TERMINATION LIABILITY. If the Agreement is terminated anytime after the Effective Date of the Agreement but prior to the expiration of the Term, except if terminated by Customer pursuant to Section 2 or 6 above, Customer shall pay to MASS, immediately upon demand, (i) all sums then due and unpaid plus (ii) an amount equal to the Minimum Monthly Fee times the number of months left in the Term. No termination liability will apply in the event the Agreement is terminated by Customer pursuant to Section 2 or 6 above, however, in such event Customer shall be responsible for payment of all charges incurred prior to the termination date.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services. Without limiting the

foregoing, all customers that utilize the Services for the purpose of making telephone solicitations must comply with the national do-not-call requirements, including the rules as set forth in 47 C.F.R. Section 64.1200 and 16 C.F.R. Part 310. Failure to do so shall constitute a material breach of the Agreement.

9. UNAUTHORIZED USE OF SERVICES.

a) Except as provided in subsection (b) below, Customer, and not MASS, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under the Agreement to Customer. MASS reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. In addition, as a condition of receiving the telecommunication services contemplated hereunder, Customer shall at all times provide adequate trunking for Customer's call volume. In the event Customer's call trunking is inadequate to accommodate the call volume it is receiving at any given time then MASS may, at its sole option, restrict or block calls to the applicable circuits.

b) Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that (i) Customer has previously notified MASS of the problem; (ii) the problem was within MASS' reasonable ability to correct or prevent, and (iii) MASS negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.

10. WARRANTY. THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH COMMON CARRIER INDUSTRY STANDARDS, GOVERNMENT REGULATIONS AND SOUND BUSINESS PRACTICES. MASS MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MASS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON MASS' BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF MASS. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

11. LIMITATIONS OF LIABILITY.

a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR

NONPERFORMANCE HEREUNDER. THIS DOES NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES. THIS SECTION SHALL SURVIVE

FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY AND TERMINATION OF THE AGREEMENT.

b) MASS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE AS FOLLOWS: (I) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN SERVICE), THE OUTAGE CREDIT UNDER THE SERVICE LEVEL AGREEMENT; (II) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY MASS' NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF MASS, THE AMOUNT OF PROVEN DIRECT DAMAGES; AND (III) FOR ALL OTHER CLAIMS NOT COVERED BY THE FOREGOING SUBSECTIONS, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE CHARGE APPLICABLE UNDER THE AGREEMENT FOR THE PERIOD DURING WHICH SERVICES WERE AFFECTED. IN NO EVENT SHALL MASS' AND ITS AFFILIATES' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO MASS HEREUNDER. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

c) MASS also shall not be liable for any damages arising out of or relating to: interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by MASS; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the applicable Service Level Agreement); or unauthorized access to or theft, alteration, loss or destruction of Customer's, Users' or third parties' applications, content, data, programs, information, network or systems.

12. FORCE MAJEURE. Except with respect to Customer's payment obligations, notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for any delay or failure in performance of the Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its

reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure ceases.

13. RELATIONSHIP OF PARTIES. Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between MASS and Customer. The Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

14. MASS FACILITIES. Equipment furnished by MASS shall remain its property and shall be returned to MASS on expiration or termination of the Agreement or as earlier requested by MASS, in good condition, reasonable wear and tear excepted. Customer shall reimburse MASS for any loss of, or damage to, MASS' facilities or equipment on the Customer's premises, except loss or damage caused by MASS' own employees, agents or contractors.

15. NOTICES. All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by facsimile transmission, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

16. ENTIRE AGREEMENT. The Agreement, including these Standard Terms and Conditions, MASS' Acceptable Use Policy ("AUP"), Service Level Agreement ("SLA") and all other schedules referenced in the Agreement or at <http://www.masscommgroup.com/legal-notices> and which are applicable to the Services purchased by the Customer, MASS' applicable tariffs, all of which are expressly incorporated by reference, and any attached schedules signed by both parties, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. The tariffs, the Standard Terms and Conditions, AUP, SLA and other applicable schedules referenced in the Agreement or at <http://www.masscommgroup.com/legal-notices> may be modified from time to time. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and any schedule (including any Additional Terms), the provisions of these Standard Terms shall take precedence unless otherwise indicated in the signed attached schedule. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any hand written notation on this form or on any portion of the Agreement by Customer is rejected in its entirety unless expressly agreed to in writing by a MASS Vice President of Sales.

17. WAIVER. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party

to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

18. PARTIAL INVALIDITY. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the Parties shall promptly attempt to negotiate a substitute therefore.

19. ASSIGNMENT. Customer may not assign the Agreement without the written consent of MASS, which consent shall not unreasonably be withheld or delayed; *provided* that no such consent shall be required for any assignment by a party to an entity that either controls or is controlled by or is under common control with that party; or to an entity which succeeds to all or substantially all of such party's assets whether by merger, sale or otherwise; or to any institutional lender to whom this Agreement is assigned as collateral security for any indebtedness of the assignor or any affiliate of the assignor. In the event of any assignment by Customer as permitted hereunder, the assignee must comply with MASS' credit and security requirements.

20. GOVERNING LAW. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of New York.

21. SPECIAL CONSTRUCTION. Provision of Services are subject to MASS' approval of the suitability of Customer's premises for the Services. In addition, Customer shall be responsible for all costs associated with any special construction and/or wiring that may be requested and/or required as part of MASS' provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.

22. TELEPHONE NUMBERS. In no event shall MASS be liable for (i) any telephone numbers published or distributed by Customer prior to Acceptance of Service (as hereinabove defined) at all of the Service Locations covered under the Agreement; or (ii) for any directory publishing error.

23. VoIP NOTIFICATION – EMERGENCY SERVICES – 911 DIALING

Customer has, or is about to, purchase or subscribe to MASS's SIP or Dynamic IP service. This service, also known as SIP/Voice over Internet Protocol service, is referred to as "VoIP" and/or its product names, "Dynamic IP" or "SIP" and is collectively hereinafter referred to as the "VoIP Service".

a) Customer acknowledges and understands that MASS VoIP Service does NOT support traditional 911 or E911 access to emergency services. MASS does offer 911 and E911-type service, but Customer acknowledges and understands that 911-type dialing is

NOT automatic, that Customer must separately take affirmative steps, as described in this Section, to activate such 911-type dialing capabilities and that such 911-type dialing is different in a number of important ways (some, but not necessarily all, of which are described in this Section) from traditional 911 service. Customer agrees to inform any household, dorm room residents, guests or visitors at Customer's residence or business and any other third persons who may be present at the physical location where Customer utilizes the Service of the non-availability of traditional 911 or E911-type dialing from Customer's MASS VoIP Service and device(s). If Customer activates 911-type dialing service, Customer agrees to inform any third persons who may be present at the physical location where Customer utilizes the Service as to the important differences and limitations of MASS 911-type dialing service as compared with traditional 911 or E911-type dialing that are set forth in this Section.

b) MASS does offer a 911-type and E911-type dialing service in the U.S. Customer acknowledges and understands that 911-type dialing is NOT automatic. Customer must coordinate with MASS representatives to identify the location of Customer's VoIP equipment, its assigned telephone number and its physical address so that the 911-type dialing feature can be successfully activated. Customer acknowledges and understands that Customer cannot dial 911 from this line unless and until Customer have been notified by MASS and have received a confirming electronic mail or phone call from MASS. Once Customer has received a confirming electronic mail or phone call from MASS that 911-type dialing has been successfully activated, Customer may dial 911 as needed. When Customer dials 911, Customer's call is routed from the MASS network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the address that Customer listed at the time of activation. Neither MASS nor its officers or employees may be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims or causes of action, arising from or relating to 911-type dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes recklessness or intentional misconduct on the part of MASS of incorrect information in connection therewith.

c) Customer acknowledges and understands that 911-type dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the VoIP Service and 911-type dialing WILL NOT function until power is restored. A power failure or disruption may require Customer to reset or reconfigure equipment prior to utilizing the VoIP Service or 911-type dialing. Customer also understands that service outages or suspension or termination of service by Customer's broadband provider and/or ISP or by MASS may prevent ALL Service including 911-type dialing. Customer acknowledges and understands that service outages due to suspension of Customer's account as a result of billing issues may prevent ALL Service, including 911-type dialing. Customer acknowledges and understands that if there is a service outage for ANY

reason, such outage may prevent ALL Service, including 911-type dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Section.

d) Customer acknowledges and understands that MASS's liability is limited for any VoIP Service outage and/or inability to dial 911 from Customer's line or to access emergency service personnel, as set forth in this Standard Terms and Conditions of service and/or any applicable service specific terms and conditions. Customer agrees to defend, indemnify, and hold harmless MASS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Section or the VoIP Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorney's fees) by, or on behalf of, Customer or any third party or user of Customer's service relating to the absence, failure or outage of the VoIP Service, including 911-type dialing and/or inability of Customer or any third person or party or user of Customer's service to be able to dial 911 or to access emergency service personnel.

e) Customer acknowledges and understands that 911-type dialing does not function unless Customer has successfully coordinated with MASS representatives to identify: (i) the location of Customer's VoIP equipment; (ii) its assigned telephone number; and (iii) its physical address to activate the 911-type dialing feature and until such later date that such activation has been confirmed to Customer through a confirming email or telephone call from MASS. Customer acknowledges and understands that Customer cannot dial 911 from this line unless and until Customer has received a confirming email or telephone call from MASS.

f) Failure to provide the current and correct physical address and location of Customer's VoIP equipment by following the instructions from the designated MASS representative will result in any 911-type communication Customer may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where Customer is located, not a post office box, mail drop or similar address.

g) Customer acknowledges and understands that 911-type dialing does not function if Customer changes Customer's phone number or (for such newly added or ported numbers) if Customer adds or ports new numbers to Customer's account, unless and until Customer has successfully activated the 911-type dialing feature for Customer's changed, newly added or newly ported numbers by coordinating with MASS via the MASS representative or MASS Customer Service at 866-791-6277 and until such later date that such activation has been confirmed to Customer through a confirming phone call or email from MASS. Although Customer may have activated 911-type dialing with Customer's former MASS phone numbers, Customer must separately activate 911-type dialing for any changed or newly added or ported numbers.

h) Customer acknowledges and understands that 911-

type dialing does not function properly or at all if Customer moves or otherwise changes the physical location of Customer's VoIP equipment to a different street address or physical location, unless and until Customer has successfully activated the 911-type dialing feature following the instructions from MASS Customer Service, and until such later date that such activation has been confirmed to Customer through a confirming phone call or email from MASS. 911-type dialing must be re-activated although Customer may have activated 911-type dialing using Customer's former address, and Customer must separately activate 911-type dialing for any new physical address. Failure to provide the current and correct physical address and location of Customer's VoIP equipment will result in any 911-type dialing Customer may make being routed to the incorrect local emergency service provider. In the event that a calling feature is activated, which affects the appearance of the caller's physical address; any 911-type dialing Customer may make may be routed to the incorrect local emergency service provider. IF CUSTOMER MOVES CUSTOMER'S VoIP EQUIPMENT TO A LOCATION NOT CURRENTLY SERVED BY MASS, MASS WILL NOT PROVIDE SERVICE TO CUSTOMER AT THAT LOCATION.

i) Due to the technical constraints on the manner in which it is possible to provide the 911-type dialing feature for VoIP Service at this time, Customer acknowledges and understands that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911-type communication made utilizing Customer's VoIP equipment as compared to traditional 911-type dialing over traditional public telephone networks. Customer acknowledges and accepts that MASS and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. MASS or its officers or employees, may not be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims or causes of action, arising from or relating to 911-type dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes recklessness or intentional misconduct on the part of MASS.

j) At this time in the technical development of MASS 911-type dialing, it is possible for the Public Safety Answering Point ("PSAP") and the local emergency personnel to identify Customer's phone number when Customer dials 911, provided the customer provides the correct information in the initial Service set-up stage. MASS's system is configured in most instances to send the automatic number identification ("ANI"); however, the PSAP itself must be able to receive the information and pass it along properly. PSAPs are not yet always technically capable of doing so. Customer acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Customer's phone number in order to call Customer back if the call is unable to be completed, is dropped or disconnected, or if Customer is unable to speak to tell them Customer's phone number and/or if the VoIP Service is not operational for any reason,

including without limitation those listed elsewhere in another piece of equipment at Customer's hotel, college, university or other service location. That organization may aggregate this service through on premise switching or private branch exchange equipment. Although unlikely, that equipment may also not be always technically capable of passing ANI to MASS. In this unlikely circumstance, Customer acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Customer's phone number in order to call Customer back if the call is unable to be completed, dropped or disconnected or if Customer is unable to speak to tell them Customer's phone number and/or if the VoIP Service is not operational for any reason, including without limitation this, and other circumstance, listed elsewhere in this Section.

k) At this time in the technical development of MASS 911-type dialing, it is possible to transmit identification of the address that Customer has provided to MASS representatives and is listed to the Public Safety Answering Point ("PSAP") and local emergency personnel for Customer's area when Customer dials 911, provided Customer acknowledges and understands that PSAP and emergency personnel will not be able to find Customer's location if the call is unable to be completed, is dropped or disconnected or is subject to the limitations of aggregation equipment as described in the Telephone Number identification information provided above. In these instances, if Customer is unable to speak to tell them Customer's location and/or if the VoIP Service is not operational for any reason as described, including without limitation those listed elsewhere in this Section, Customer's location information may not be presented to emergency Personnel.