

CUSTOMER SERVICE AGREEMENT (CSA)
TERMS AND CONDITIONS

I. Agreement/Order Terms

- a. Services added during the term of the CSA may require a CSA Addendum. The individual service order terms requested in the Addendum may extend beyond the term of the CSA. Service order term shall commence on the first (1st) day which the circuit used to provide service (or any portion thereof) is first delivered to Customer, or when IP addresses for authentication are first made available ("Turn Up Date"). NetWolves may incrementally deliver individual Products or Services when ready and may result in different Commencement Dates and Terms. For each additional service element that requires an Addendum and is installed before the end of the CSA term, Customer will receive the applicable pricing until the end of the individual service order term for that service element. If a circuit with an order term is cancelled prior to meeting the order term, early termination charges will apply as specified in the termination section of the CSA, even if the circuit is cancelled after the expiration of the CSA. Upon expiration of the service order term, the term shall be automatically renewed for successive periods of one year ("Renewal Term") unless prior notice of non-renewal is delivered to NetWolves at least sixty (60) days before the expiration of the service term.
- b. **Order Expedite.** If the requested due date is less than the underlying facility provider's standard interval additional expedite fees may apply and will be on a best efforts basis.
- c. **Change Orders.** If Customer submits a change to an order that has already been accepted by NetWolves, a change order fee will apply and will vary based upon carrier and type of service and/or type of change.
- d. **Cancellation.** If Customer, cancels a Service Order after its execution, but prior to the Turn Up Date, NetWolves reserves the right to bill a cancellation fee and/or any costs incurred by Company up to the date of such cancellation, including, but not limited to, charges imposed by third party providers, administrative charges, service ordering and installation charges, and Special Construction charges.
- e. **Relocation.** If Customer desires to transfer Service for any Service Location to a different Service Location, it is suggested that Customer requests the move in writing to NetWolves at least eight (8) weeks in advance. If Customer's new Service Location is serviceable, then Customer and NetWolves must enter into a new contract with a minimum term of twelve (12) months. The new contract may include additional or different installation, non-recurring, recurring and other charges and fees, including without limitation non-recurring fees for circuit and the premises installation. If Customer's requested Service is not available at the new location and Customer declines or is unable to receive the equivalent service, then Customer will be deemed to have terminated the Agreement and Early Termination Charges will apply. Customer is responsible for notifying NetWolves in writing to disconnect services at the old location and is responsible for all related charges until service disconnected. The Customer is liable for the monthly recurring charges at both the original location and the new location during any "overlap" period.
- f. **Upgrade/Downgrade.** Customer will be responsible for any additional installation, equipment and miscellaneous charges that are necessary to affect the upgrades or downgrades of service. Changes to the service type (e.g., change from ADSL to SDSL) regardless of upgrade or downgrade will require additional installation and equipment charges.
- g. **Construction.** If construction is required, the Customer will have the option to either pay the required construction charges in order to proceed with the installation or to cancel the order at that time, without penalty. NetWolves, in its sole discretion, may require the customer to pre-pay for any required construction costs.

II. Equipment/Technician Dispatches

- a. **Warranty.** NetWolves will provide an equipment warranty for the CPE, which consists only of the NetWolves-provided modems and/or routers directly needed to provide the Service. The CPE warranties shall be based on the warranties provided by NetWolves' suppliers. After expiration of any applicable warranty period, NetWolves will replace such malfunctioning CPE, and Customer will be responsible for the cost of the CPE and the Field Service Technician Dispatch (if applicable). If, during the warranty period, NetWolves deems the equipment to be faulty and believes that a replacement is needed, NetWolves will: Schedule a technician to go to the Customer's location. Customer will not be billed for a technician visit unless the technician determines the equipment failure was due to the Customer's negligence or abuse of the equipment, or other maintenance or warranty exclusions, in which case fees for a replacement CPE and technician dispatch will apply.
- b. **Maintenance and Warranty Exclusions.** NetWolves' maintenance and warranty obligations exclude provision of consumable supplies, repair or replacement of equipment failures or malfunctions caused by Customer provided equipment or by improper installation, operations, or maintenance by other than NetWolves authorized representatives, relocation or modification by Customer or others not under NetWolves' control, failure or interruption of Customer-provided electrical power, accident, fire, lightning, snow, ice, or other hazards beyond normal range of use, vandalism, trouble calls where no problem is found and the reported problem does not repeat within five calendar days, or failures or malfunctions resulting from exposure of the equipment to conditions beyond its normal operating parameters. If, in NetWolves' judgment, a dispatch is required to restore service, Customer authorizes a Field Service Technician Dispatch and any such failures and malfunctions will be repaired on a commercially reasonable effort basis (plus CPE, if applicable).
- c. **CPE Configuration.** Configuration of Customer Premise Equipment, including modems is the responsibility of the Customer/End User. NetWolves will, for an additional fee, arrange for the custom configuration of Customer Premise Equipment including modems in accordance with a Customer/End User's specific requirements by third parties it believes qualified to perform such work. Responsibility for the custom configuration rests solely with the Customer/End User. NetWolves has no liability for errors or omissions in the custom configuration specified by the Customer/End User. NetWolves' sole liability is the cost of an additional technician dispatch in the event the custom configuration was not implemented correctly by the third party technician.

In addition to the above, NetWolves makes no representations regarding the carrier supplied CPE other than its ability to provide connectivity meeting quoted circuit performance specifications. Responsibility for the determination of the ability of the carrier supplied CPE to meet Customer/End User custom configuration requirements is solely the responsibility of the Customer/End User. Responsibility for the supply of alternative CPE to enable the Customer/End User to implement their desired custom configuration is solely the responsibility of the Customer/End User.
- d. **Equipment Return.** Unreturned or unreasonably damaged equipment will be billed upon disconnection of services. Customer is obligated to contact NetWolves Technical Support to request a Return Material Authorization (RMA) for any equipment returns. A credit adjustment will be added to the account if equipment is returned within 30 days. If the equipment is not found to be faulty following a post mortem review, a re-stocking fee of \$150 including re-configuration of the equipment, plus shipping and handling charges will be billed.
- e. Customer has an obligation to provide a facility for installation of services and equipment that meet acceptable environmental standards.
- f. **Technician Dispatches.** Third Party Technician Dispatches initiated from NetWolves Technical Support may be billable at a minimum rate of \$279 (for the first 2 hours), plus material and travel and must be pre-approved by the customer. Carrier Technician Dispatch rates will be based on carrier and type of service. Any dispatch scheduled for next day, nights, weekends and holidays may be billed at a higher rate.
- g. **Missed Appointments.** If NetWolves and/or its contractors or facility providers have made repeated good faith efforts to contact Customer regarding the installation of a circuit and Customer has not responded, NetWolves reserves the right to cancel such order and charge Customer a "missed appointment/cancellation" fee.
- h. **Inside Wiring.** All charges from the carrier for inside wiring will be billed to the Customer. If the carrier is not able to perform the inside wiring, the Customer is responsible for completing the wiring or contracting with a third-party for such services. At the Customer's request, NetWolves will schedule 3rd party technicians to provide inside wiring services as close as possible to the installation services date, and NetWolves will charge Customer additional fees for such inside wiring work. NetWolves reserves the right to refuse to do any extensive inside wiring work requested. If the order is cancelled due to extensive inside wiring, NetWolves will assess a Cancellation Fee. Extensive inside wiring includes, but is not limited to: Tracing and testing existing wire through multiple units, multiple stories, or multiple telephone closets in a high-rise building or business park; Other complex wiring situations where physical laying of cable or wiring is required; New wiring due to service location greater than 50 feet from the NID; Wiring from the NID to a desired location; or Moving an existing jack to another location.

III. Billing.

- a. Monthly Recurring Charges (other than usage) will be billed in advance. Usage and "Monthly Minimum Usage Commit", if applicable) will be assessed and billed in arrears. Customer shall be responsible for all charges due to actual usage, regardless of when incurred. Customer is also responsible for any charges from third parties that arise when Customer uses its phone numbers as a billing mechanism for third party services. NetWolves reserves the right to invoice Customer for amounts not previously invoiced, provided such amounts are invoiced within one (1) year of the date the service was provided or the amounts should have been invoiced.
- b. **Monthly Minimum Usage.** For any billing cycle during the Service Term, if Customer's net charges (after any available discounts under the Agreement) for local, long distance, and toll-free usage during such billing cycle total less than the "Monthly Minimum Usage Commit" noted on the CSA, Customer shall pay the shortfall for such billing cycle. Governmental assessments and surcharges, non-recurring charges, operator/directory assistance charges and third party and regulatory pass-through charges are not included when calculating the "Monthly Minimum Usage Commit" shortfall charge.

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- c. **Taxes and Assessments.** Customer agrees to pay to NetWolves as a result of Services provided to Customer, any and all local exchange carrier assessed charges (other than access charges otherwise included under the pricing in the Agreement) and governmental and regulatory taxes, fees, charges, surcharges, impositions or assessments including, but not limited to (a) all sales, use, excise, gross receipts, privilege or other similar taxes, (b) those mandated or imposed on NetWolves by regulatory agencies or others, including without limitation Federal and state universal service funds, TRS and other governmental charges, assessments and fees, plus any reasonable administrative charge. If Customer is exempt from payment of any taxes, Customer must provide NetWolves with a valid original tax exemption certificate in form and substance satisfactory to NetWolves. Tax exemption will only apply to taxes incurred after the date NetWolves receives the tax exemption documentation. Customer will not receive credit for any taxes already paid by NetWolves prior to processing valid tax exemption documentation. If Customer provides NetWolves with valid original tax exemption documentation, Customer is responsible for the collection and remittance of all federal, state and local sales, use, excise or utility taxes and governmental assessments, surcharges or fees pertaining to Customer's use of the services, as may be applicable. NetWolves may revoke the tax exemption at any time, and Customer shall immediately remit payment to NetWolves for any unpaid taxes owed for previous billing periods but not paid and resume paying NetWolves taxes, if NetWolves determines the information or disclosures in the tax exemption documentation are not, were not or will not be, true, correct and accurate in all respects.
- d. NetWolves reserves the right during the Term to (a) change and/or increase any rate, fee or charge if the cost of providing the services (or any portion thereof) increases due to an external factor beyond NetWolves' reasonable control, in which case any increase shall be proportional to NetWolves' increased cost, (b) change and/or increase international and/or extended domestic rates, effective on the date such new rates are published on NetWolves' web site at www.netwolves.com and (c) revise any rates, fees and charges under the Agreement (other than international rates and any monthly minimum usage commit, voice channel charge and per minute usage rates (if applicable)) at any time upon thirty (30) days prior written notice to Customer. Notification of any such change may be in the form of a bill insert or message within an invoice, by postcard or letter, by phone message, by postings on NetWolves' website or via email.
- e. After the Initial Term, NetWolves may revise the monthly minimum usage commit, voice channel charge, per minute usage rates (if applicable) and other rates, fees and charges under the Agreement at any time upon thirty (30) days prior written notice to Customer. Notification of any such change may be in the form of a bill insert or message within an invoice, by postcard or letter, by phone message, by postings on NetWolves' website or via email. If NetWolves agrees in writing to any changes in monthly minimum usage commits, such changes will be effective beginning with the first day of the billing cycle immediately following the billing cycle during which the change order is accepted by NetWolves.
- f. Customer is liable for all charges for the Services, including, without limitation, charges associated with activating, or deactivating, Customer's traffic, any legitimate and fraudulent utilization or theft of service of any nature, which may comprise a portion of the Service. Customer shall not be excused from paying NetWolves for Service provided to Customer or any portion thereof on the basis that fraudulent utilization or theft of service comprised a corresponding portion of the Service.
- g. Customer is liable for any services added by a third party working on your behalf, resulting in price increases or term extensions.
- h. Customer acknowledges that certain of NetWolves' suppliers establish the prices charged to NetWolves and the terms on which such suppliers sell services to NetWolves based on governmental laws, rules, regulations, orders and decisions. If any of the prices charged to NetWolves by any of its suppliers increase or if any of the terms of service change as a result of changes to governmental rules, laws or regulations or pursuant to new decisions or orders issued by applicable regulatory or judicial bodies, NetWolves reserves the right to increase the price charged to Customer and/or change the terms of service hereunder, effective thirty (30) days following notice to Customer. Any continued use of the Services thirty (30) days after the notice date shall be deemed acceptance of the new prices and/or terms.
- i. Customer billing less the \$75 per month will be subject to billing presentment fee of \$2.95
Customer billing less the \$20 per month will be subject to billing presentment fee of \$6.95
- j. Any services provided by NetWolves, not covered in the CSA, will be governed by current NetWolves state tariffs, or negotiated as needed. Where tariffs are not required, Minnesota state tariff will govern. Certain non-usage rate elements, i.e. LEC provided access, fixed Monthly Recurring Charges (MRC), FCC mandated fees and other administrative charges not under NetWolves' control may change from time to time.
- k. NetWolves may establish fees and charges from time to time by written notice to Customer.

IV. Payment Terms. Payment is Net Due Upon Receipt of Invoice.

- a. A service charge of 1.5% per month may be added if balances are unpaid after 30 days from invoice date.
- b. NetWolves reserves the right to assess a \$25 fee for any check returned for insufficient funds or not paid when presented for payment.
- c. Services disconnected due to non payment will be subject to a reconnection fee and may require a new term commitment and installation of a new circuit. Reconnection fee and installation charges will vary by carrier and/or type of service.
- d. **Disputes.** All Bona Fide Billing Disputes, along with complete documentation, must be submitted in writing within thirty (30) days of the invoice date to: care@netwolves.com.

Customer must pay all charges, which are not in dispute in accordance with the payment terms set forth in the CSA. An amount will not be considered "in dispute" until Customer has provided NetWolves with written notification and complete documentation of the Bona Fide Billing Dispute. Customer must cooperate with NetWolves to resolve any disputes expeditiously.

If NetWolves determines that Customer is entitled to credits, NetWolves will credit Customer's invoice for such amount on the next appropriate billing cycle, provided that Customer is current on all payments (i.e., no balance older than thirty (30) days). In the event that the dispute is resolved in favor of NetWolves, Customer agrees to pay the disputed amount together with any applicable late fees within ten (10) days of resolution.

V. Credit Limits and Security.

- a. **Initial Credit.** Customer must have and maintain credit satisfactory to NetWolves to receive and continue to receive Services. Customer agrees that NetWolves may request credit information from third parties and hereby authorizes the release of such information. Customer further authorizes NetWolves to investigate Customer's credit history at any time and to share credit information about Customer with credit reporting agencies. NetWolves will review the Customer's credit and NetWolves may assign a security amount and will notify the Customer of the amount by letter, fax or e-mail. Upon notification of the security amount the Customer shall provide NetWolves with security amount in the form of (a) a cash deposit, (b) an irrevocable, stand-by letter of credit from a financial institution and in a format acceptable to NetWolves, (c) a guarantee by one or more owners or affiliates of Customer or third parties, or (d) some other form of security acceptable to NetWolves in its sole discretion. NetWolves is not obligated to provide or continue to provide any Services, until NetWolves receives the required security.
- b. **Continuing Credit; Security.** If Customer's charges for the Services are projected to exceed (based on NetWolves' measurement of Customer's daily usage run rate), or do exceed, its credit limit, NetWolves may require additional security of its choice from Customer in an amount to be determined by NetWolves in its sole discretion. Customer must provide this additional security to NetWolves within five (5) business days. NetWolves reserves the right at any time, upon notice to Customer, to withdraw credit approval for Customer; limit the amount of credit NetWolves may make available to Customer, change the length of billing cycle and/or due date and/or change the security requirements applicable to Customer from time to time hereunder in NetWolves' sole discretion. NetWolves shall be entitled to suspend or terminate, in whole or in part, any or all Service hereunder if NetWolves has withdrawn its credit approval of Customer, Customer has exceeded or, in NetWolves' sole determination, will soon exceed its credit limit, or Customer has failed to comply with the then applicable security requirements hereunder. Additionally, if at any time NetWolves determines that, in its sole and absolute discretion, payment for services may not be made when due, NetWolves may suspend services. NetWolves may suspend the services, apply any deposit, draw on any letter of credit, collect from any guarantor, or apply other security if any amounts due by Customer under the Agreement (including Early Termination Charges) not properly disputed are not paid in full by its due date. Customer agrees to restore any security to the amounts in place prior to application of such security to Customer's obligations under the Agreement. NetWolves will return the unapplied portion of any deposit to Customer at the end of the Term. Customer will receive interest on the amount of the returned deposit if required by applicable law.

VI. Termination of the Agreement.

- a. **Early Termination Charges.** In the event Customer terminates Service prior to the end of the initial term or any renewal term or has service discontinued for any other reason, Customer agrees to pay NetWolves early termination charges as liquidated damages and a reasonable approximation of NetWolves' loss from early termination, in an amount equal to (a) 100 percent of all monthly recurring charges (including all minimum commitments," if any) for the number of months remaining in the Term (pro-rated for any partial months), (b) all outstanding but unpaid non-recurring charges and other unpaid charges incurred prior to



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termination, and (c) all waived installation and/or construction charges.

In addition, Customer agrees to return NetWolves Equipment in good working order, normal wear and tear excepted (if not previously purchased in full from NetWolves). Unreturned or unreasonable damaged equipment will be billed upon disconnection of services. Customer is obligated to contact NetWolves Technical Support to request a Return Material Authorization (RMA) for any equipment returns. A credit adjustment will be added to the account if equipment is returned within 30 days.

Customer will not be liable for termination charges for NetWolves dedicated service if a new NetWolves dedicated service of equal or greater monthly base rate circuit charges is ordered through the same underlying facility provider during the same calendar month in which the NetWolves dedicated service disconnect notice is received, provided the expiration date of the new plan is on or after the expiration date of the unexpired plan. To terminate this Agreement or Order Term, Customers must provide NetWolves written notification 60 days in advance of the date of requested termination of service. Customer may commit to a new term plan or retain NetWolves dedicated services under a monthly service Agreement, if the service term does not auto-renew. The prevailing tariff rate will apply to all services converted from a term plan to monthly rates.

- b. In the case of Customer Provided Access (CPA), Customer must provide NetWolves with a Firm Order Commitment (FOC) for LEC/AAV disconnect. If the Customer fails to provide the disconnect FOC it will remain liable for continued payment of service. Customer hereby releases and indemnifies NetWolves from any liability resulting from action taken to disconnect such facilities.

VII. Service Level Agreement (SLA)

- a. **Serviceability** is deemed accepted by the Customer when the Customer begins using the service or within 14 days carrier completes delivery of the service, whichever comes first. If NetWolves Technical Support is not notified within that time frame, the service will be deemed accepted by Customer.
- b. Any Customer modifications beyond the demarcation (i.e. demarc extension) and/or the acceptable parameters of the underlying facilities providers, may impact serviceability and will become the responsibility of the Customer.
- c. **Technical Support.** NetWolves will provide the Customer with 24x7 technical helpdesk support on NetWolves products and services. If NetWolves determines through normal troubleshooting methods that the reported incident is not related to any NetWolves products or services, or is an RMAC beyond the Customer's MNO level, the Customer will be charged for engineering support.
- d. If during the term of the CSA any major network problems occur that are the responsibility of NetWolves, the service-affecting problem must be reported to NetWolves. NetWolves must then solve the problem or provide the Customer with acceptable alternate service within a reasonable period of time; otherwise, the Customer may terminate the CSA for cause without fee or penalty.

VIII. Other

- a. **Acceptable Use Policy.** NetWolves Acceptable Use Policy can be found at www.netwolves.com.
- b. **Limitation of Liability.** The parties acknowledge that the limitations of liability and limitations on representations and warranties set forth in the Agreement are integral to the amount of fees levied in connection with the Agreement. In no event will NetWolves or any of its affiliates or their respective directors, partners, managers, members, officers, shareholders, employees, representatives and agents be liable to Customer or any of its affiliates, employees, other persons or entities, or to any third party for (a) any loss of profit or revenue, or for any general, indirect, consequential, special, incidental, punitive or similar or additional damages, whether incurred or suffered as a result of the unavailability of facilities, performance, non-performance, termination, breach, or other action or inaction under the Agreement, even if Customer advises NetWolves of the possibility of loss or damage; (b) any outage or interruption, or incorrect or defective transmissions, or any direct or indirect consequences thereof or (c) any act or omission of any other company or companies furnishing any portion of the Services to Customer hereunder or otherwise, including but not limited to contractors involved in on premises installations. Notwithstanding anything to the contrary contained herein, under no circumstances will NetWolves or any of its affiliates have any liability to Customer for interruptions affecting the Services furnished under the Agreement that are attributable to Customer's interconnection facilities, or to Customer's equipment failures, or to Customer's breach of the Agreement, or for any act or omission of another telecommunications company or other vendor providing any Service or product that impacts the Services provided under the Agreement.
- c. Customer shall also have the right to terminate the CSA for cause if NetWolves materially breaches its obligation hereunder and fails to cure the same within forty-five (45) days after written notice thereof.
- d. **Indemnification.** Customer shall indemnify and hold NetWolves and its affiliates harmless from and against all reasonable costs, expenses, claims, or actions arising from fraudulent utilization or theft of service of any nature, which may comprise a portion of the Service. Customer shall not be excused from paying NetWolves for Service provided to Customer or any portion thereof on the basis that fraudulent utilization or theft of service comprised a corresponding portion of the Service. NetWolves shall indemnify and hold Customer and its affiliates harmless from and against all reasonable costs, expenses, claims or actions arising from (a) any of the Services misappropriating, infringing, or violating any patent, copyright, trademark, trade secret, or other intellectual property right of any third party or (b) claims or liens made or asserted by any Subcontractor arising out of or in connection with this Agreement. NetWolves shall have the exclusive right to choose reputable counsel and, at its sole cost and expense, to defend, contest, litigate and settle any matter with respect to which indemnification is claimed under this paragraph.
- e. **Non-Disclosure.** Customer agrees not to disclose the CSA or the terms hereof to any third party without the written consent of NetWolves. In the execution of the CSA NetWolves and the Customer will share sensitive information on the Customer's business. NetWolves agrees to treat such information as proprietary and take appropriate measures for its security. Additional terms and conditions applicable to NetWolves services are contained in NetWolves tariffs.