

1. General

(a) Incorporation of TAA, MSA or Service Agreement. These Terms and Conditions (these "Terms and Conditions") to the Telecommunications Account Agreement ("TAA"), Master Service Agreement ("MSA") or Service Agreement (referred to herein, as so amended and modified, as the "Agreement") are part of the Agreement between Customer and Quantum IT Group, LLC. All capitalized terms used but not defined herein will have the meanings given to such terms in the TAA or MSA (as applicable). "Quantum IT Group" as used in the Agreement means the Quantum IT Group entity executing the TAA, MSA or Service Agreement and/or its Affiliates.

(b) Services. Services offered to the Customer by Quantum IT Group are categorized as Managed IT Services ("Managed Services"), which include but are not limited to technical support, network management, disaster recovery, and cybersecurity. These services are provided on a subscription basis or as individual service components, as agreed upon by both parties. The details of the Managed Services, including prices and terms, are outlined either in separate Service Level Agreements ("SLAs") or addenda to this Agreement ("Addenda"). All Managed Services provided under this Agreement are collectively referred to as the "Services". In the event of a conflict between the rates and terms stated in this Agreement and those set forth in any SLAs or Addenda, the rates and terms of the SLAs or Addenda will control.

(c) Pass Through of Price Increases. Quantum IT Group may increase the rates for Services to pass through any price increases imposed on it or its Affiliate by the providers of the underlying facilities used to provide the Services or, in the case of long-distance services, by wholesale providers of such services. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with a party, and where the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

(d) Revisions. Quantum IT Group may change the rates and terms applicable ("Revisions") by giving Customer at least thirty (30) days prior written notice. Customer will receive notice of the Revisions at least thirty (30) days prior to the effective date of any change. Such notice will generally be provided in Customer's monthly invoice.

- (i) With regard to any such Revisions that are changes to the terms and conditions, Customer will then have thirty (30) days from the date of the invoice to provide Quantum IT Group with written notice that the Revisions to the changed terms or conditions will have a material adverse effect on Customer's use of the Service(s). If Quantum IT Group is able to verify such adverse effect and eliminate the adverse effect, Quantum IT Group will provide Customer with a written addendum to the Agreement to confirm Customer's assent to the elimination of the adverse effect on the Services(s). However, if Quantum IT Group is unable, after making a commercially reasonable effort, to eliminate the Revision's impact on such Service(s), Quantum IT Group will notify Customer and Customer may terminate the impacted Service(s) without further obligation to Quantum IT Group beyond the termination date, including termination charges, if any. If Customer does not notify Quantum IT Group in writing of Customer's election to terminate the affected Service(s) for changed terms or conditions within five (5) business days after receipt of written notice of Quantum IT Group's inability to eliminate the Revision's impact, Customer will be deemed to have consented to the Revisions and to a continuation of the Service(s), subject to the Revisions.
- (ii) With regard to any such Revisions that materially increase the rates applicable to any of the Non-tariffed Services, except for pass-through rate increases, Customer may terminate the affected Service(s)

Terms and Conditions to the Agreement

without further obligation beyond the termination date, including termination charges, if any, provided Customer notifies Quantum IT Group in writing of its election to so terminate the affected Service(s) for such rate increase at least five (5) business days before the effective date of the rate increase. If Customer does not notify Quantum IT Group in writing of Customer's election to terminate the affected Service(s) for increase in rates prior at least five (5) business days prior to the effective date of the rate increase, Customer will be deemed to have consented to the Revisions and to a continuation of the Service(s) subject to the Revisions.

- (iii) If Customer terminates Services pursuant to this Section 1(d), Customer exercising such termination right will be its sole and exclusive remedy for Quantum IT Group's failure to provide the terminated Services.

(e) Expedite Fee. Under certain conditions, Customer may request that installation of Services be expedited by agreeing to pay a fee (the "Expedite Fee"). No projected date for expedited installation is guaranteed. Payment of the Expedite Fee only earns an advanced priority for installation process and installation is not entirely in Quantum IT Group's control. No credit or refund of the Expedite Fee will be made for delay of the installation date beyond the projected or requested date.

(f) Additional Increase in Charges. In addition to rate increases associated with Revisions as set forth above, a change in the manner in which Quantum IT Group delivers Services to Customer may result in an increase in rates for those Services. Also, if a portion of the Services requires third party construction or other infrastructure, additional third party charges may apply. If Quantum IT Group cannot deliver Services to Customer at the rates it has agreed to pay because of the cost of the technology used or additional third party costs required to deliver the Services, including an acceptable profit margin, Quantum IT Group will notify Customer in writing before any change in the technology is used and seek Customer's consent to a change in the rates or additional charge of the affected Service. Quantum IT Group may delay the installation of any change in technology until Customer has responded to the increased rate or additional charge. If Customer does not notify Quantum IT Group in writing of Customer's refusal to consent to the increased rate within five (5) business days after receipt of notice from Quantum IT Group of such increase, Customer will be deemed to have consented to the increase in rate or additional charge. If Customer objects to such increase or charge within five (5) business days, either party may terminate the affected Service on written notice without further obligation beyond the date of termination, including for termination charges. Customer's right to terminate will be its sole and exclusive remedy for Quantum IT Group's failure to provide the terminated Services.

2. Software and Access Rights

- (a) Ownership. All software, including but not limited to applications, scripts, and code, provided by Quantum IT Group in the course of providing the Services remains the property of Quantum IT Group or its licensors. Customer is granted a non-exclusive, non-transferable right to use such software solely in conjunction with the Services, and for no other purpose.
- (b) Administrator Access. Quantum IT Group is not required to provide Customer with administrator-level access to any software or systems provided or managed as part of the Services. Any administrator-level access granted and revoked is at the sole discretion of Quantum IT Group.
- (c) Reverse Engineering. Customer may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software provided by Quantum IT Group.
- (d) Third-Party Software. Where software provided by Quantum IT Group includes software sourced from third-party vendors, Customer agrees to comply with the terms and conditions and license agreements applicable to such third-party software.

3. Term, Billing, and Payment

- (a) Agreement Effective Date. The Agreement is effective when the TAA, MSA or Service Agreement has been

Terms and Conditions to the Agreement

signed by Customer and accepted by Quantum IT Group (the "Agreement Effective Date"), either by execution on behalf of Quantum IT Group or by Quantum IT Group commencing the Services delivery process. Thereafter, Quantum IT Group will begin as soon as practicable the installation, connection and testing of the circuits and/or equipment necessary to provide the initial Services.

(b) Agreement Term. The Agreement including these Terms and Conditions will expire immediately upon the expiration or termination of the last Agreement pursuant to which Services are provided under this Agreement; provided, however, that any amounts due under any related equipment addendum (each, an "Equipment Addendum") shall remain due and payable by Customer irrespective of any such expiration or termination.

(c) Service Term. The initial term of the Services (the "Initial Service Term") provided under each Agreement thereunder will begin the date Quantum IT Group provides notice to Customer that the Services are available for its use, unless otherwise provided in the Agreement. After the Initial Service Term, unless otherwise set forth in an Agreement, the applicable Agreement will automatically renew for successive periods of one year each at the rates then in effect for Customer's Services unless either party notifies the other in writing of non-renewal not less than ninety (90) days before the date of expiration of the then-current Service Term of non-renewal (each a "Service Renewal Term" and together with the Initial Service Term, the "Service Term"). If Customer continues to use Service(s) after such date, it will receive and pay for Service(s) under the applicable Agreement on a month-to-month basis.

(d) Non-Automatic Renewal Term. Customer may renew Services under an Agreement for a Service Renewal Term prior to the completion of the Initial Service Term (a "Non-Automatic Renewal Term"). The beginning of this Non-Automatic Renewal Term is the date of the first invoice after the renewal of the Service for the Non-Automatic Renewal Term is entered into Quantum IT Group's billing system. Customer may order additional Services at Customer's existing service location(s) under the applicable Agreement. The additional Service(s) will have a Service Term coterminous with the Service Term or Renewal Term of the existing Service(s) at said service location, subject to Quantum IT Group's acceptance. Services for additional service locations may also be ordered, subject to Quantum IT Group's acceptance, under the applicable Agreement. The Service Term for additional Services ordered for additional service locations will begin the date Quantum IT Group provides notice to Customer that the Services are available for Customer's use, will continue in effect for the entire Service Term specified in the Agreement for the additional Services and will automatically renew for successive periods of one (1) year each after the end of the Service Term of the additional Services (each successive period being a Renewal Term for those additional Services), unless terminated as provided in these Terms and Conditions.

(e) Billing.

(i) Quantum IT Group will begin invoicing Customer for the Services and other charges on the earlier of: (a) the date that Quantum IT Group gives Customer notice that the Services are installed and available for Customer's use, or (2) ninety (90) days after the Agreement Effective Date, unless Quantum IT Group is unable to install Services within such ninety (90) day period. Quantum IT Group will bill monthly recurring charges in advance and usage charges after the usage occurs. Customer is responsible for all other charges and government fees and taxes which will be separately listed on each invoice. Notwithstanding the foregoing, each party will be responsible for its own income taxes and employment taxes. The parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each party will provide to the other party any resale exemption, multiple points of use certificates, treaty certification and other exemption information reasonably requested by the other party. Quantum IT Group may require, in its discretion, that Customer provide a deposit or other assurance of payment before the Services are provided and/or thereafter. Any required deposit will not bear interest unless required by law. If Customer delays acceptance of the Services after receiving notice that Services are available, Quantum IT Group may, in its sole discretion, begin invoicing Customer for the ordered Services. If Customer continues to delay acceptance of the Services for more than sixty (60) days after the date the Services are available, Customer will have materially breached this Agreement, and Quantum IT Group will be entitled to terminate this Agreement without further notice and to pursue the remedies in Section 4 of these Terms and Conditions.

(ii) Quantum IT Group will invoice Customer for any equipment purchased or rented by Quantum IT

Terms and Conditions to the Agreement

Group, whether by installment purchase option or otherwise, pursuant to the terms of the related Equipment Addendum. Payments for equipment are separate and independent of any payments owing by Customer for Services.

(f) Back-billing. Quantum IT Group will endeavor to bill Customer for charges on a timely basis. However, unless proscribed by state regulation, Customer will nevertheless be liable for all charges irrespective of any delay in billing, whether due to error, lack of necessary data, negligence or any other reason. No such delay will constitute a basis for a claim of waiver, estoppel or other excuse of Customer's obligation to pay Quantum IT Group's charges, irrespective of the length of the delay. Nothing herein will toll the running of any statute of limitations applicable to such obligations.

(g) Payment. Invoices are due and payable upon presentation, and become past due after the Pay By Date printed on the invoice. If Customer has a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), it will pay all amounts not in dispute by the Pay By Date and provide Quantum IT Group with a written request for a billing adjustment, together with all supporting documentation, within forty-five (45) days after Customer's receipt of the invoice or Customer's right to any billing adjustment will be waived. If Quantum IT Group agrees to adjust all or a portion of the Disputed Amount, Customer will not be obligated to pay a late payment charge on the adjusted amount. If Customer fails to pay all non-Disputed Amounts on an invoice by the Pay By Date, Quantum IT Group may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. Quantum IT Group may also suspend Customer's services until all delinquent amounts, including late payment charges, are paid in full. An additional charge will apply to each returned check. Payment must be made in U.S. Dollars.

(h) Match Period. If the Service Term for the Services initially to be provided under an applicable Agreement when it is first entered into by the parties is for sixty (60) months or more and the initial Services have been installed for at least twenty-four (24) months, Customer may provide Quantum IT Group at accounting@quantumit.cc with a bona fide, written quote of a lower monthly charge for a term at least equivalent to the remaining months in the Service Term from a competitive carrier for substantially the same initial Services with the same terms as provided pursuant to the Agreement and all Addenda, and Quantum IT Group will have thirty (30) days (the "Match Period") after receipt of the bona fide written quote to match or beat the competitive provider's offer. If Quantum IT Group fails to provide the initial Services at the lower rate, Customer may terminate the initial Services without liability for early termination in a notice provided to Quantum IT Group not less than thirty (30) days after the expiration of the Match Period. Notwithstanding the foregoing, Customer may provide only one such quote under the Agreement. For this Section 3(h) to apply, the quote from the competitive carrier must be for the same service location as initially set forth in the applicable Agreement and for the same initial configuration of Services.

(i) Intentional Withholding of Payment. Should Customer intentionally withhold payment that is due and not in legitimate dispute as per the conditions in Section 3(g), Customer shall thereafter be required to pay for Services one month in advance for a period to be determined at Quantum IT Group's sole discretion. This advance payment requirement is in addition to any other rights and remedies Quantum IT Group may have, including but not limited to late fees, service suspension, or termination under these Terms and Conditions. The requirement for advance payment will remain in effect until Customer has made timely and full payment for three (3) consecutive billing cycles, at which point Quantum IT Group may, at its sole discretion, remove the requirement for advance payment. Failure to comply with the advance payment requirement shall be deemed a material breach of this Agreement, and Quantum IT Group will be entitled to exercise any and all rights and remedies available under this Agreement or at law.

4. Customer's Obligations

(a) Building Access. Customer will obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by Quantum IT Group and its subcontractors prior to installation of the Service(s) and while the Service(s) is (are) provided.

(b) Responsibility for Message Content. Customer is solely responsible for all content that it makes available on

Terms and Conditions to the Agreement

or through the Services. Customer represents and warrants that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(c) Use of Services. Customer will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to Quantum IT Group's network. Customer's proper use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request. The AUP may be amended from time to time. If Quantum IT Group materially changes the AUP, it will provide the same right to notification and cancellation as provided in Section 1(d) of these Terms and Conditions. Resale and distribution of all or any portion of the Services is prohibited.

(d) Third-Party Obligations. Customer is responsible to pay any third-party vendor charges for third party vendors retained by Customer, such as retaining a vendor for installation of necessary inside wiring. Also, Customer is responsible to arrange for disconnection and payment of charges related to the disconnection of any related services with Customer's current provider(s). Disconnection of such services may not be delegated to Quantum IT Group.

(e) Network Security. Customer is responsible for taking whatever actions it deems necessary to make Customer's computer and voice network and circuits adequately secure from unauthorized access. Customer acknowledges that Quantum IT Group only provides telecommunications services and certain equipment to Customer and that Quantum IT Group is not responsible for the security of Customer's network and circuits from third parties, or for any damages that may result from any unauthorized access to Customer's network. Failure to follow the steps provided may result in a greater likelihood that Customer's network will be exposed to fraud. Customer acknowledges that Quantum IT Group has recommended that Customer seek independent advice with respect to products, equipment (including configurations) and services available to make Customer's computer network and circuits more secure from third parties.

CUSTOMER FURTHER ACKNOWLEDGES THAT NONE OF Quantum IT Group's EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF CUSTOMER'S NETWORK OR THE SERVICES, INCLUDING ANY REPRESENTATIONS THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 4(f).

(f) Access to Customer Premises, Systems and Data. As required for the performance of the Services, Customer will provide a secure space, network, wiring, electrical power, and environmental conditions suitable for and compatible with Quantum IT Group's provision of Service(s). Customer agrees to provide Quantum IT Group reasonable access (on-site and remote) to existing systems such that monitoring agents and other management tools can be installed as part of the Service(s). Customer will assume insurance responsibility for the cost of its repair or replacement should the equipment be damaged due to negligence, misuse, external forces, power surges, or servicing by non-Quantum IT Group designated service personnel. Customer consents to QUANTUM IT GROUP accessing and processing all data provided by or on behalf of Customer in connection with the Agreement (including data from customers of Customer) and represents that it has obtained any consents required for such access and processing.

(g) Customer's Compliance with Laws. Customer is responsible for the compliance with all laws and regulations applicable to the business of Customer and its Affiliates. Customer will be responsible for (1) identifying such laws and regulations and notifying Quantum IT Group of any associated impact on Quantum IT Group or the delivery of the Services; (2) obtaining the consent or approval of any governmental entity required for the parties' compliance with any such laws and regulations; and (3) obtaining the consent of any individual required for the parties' compliance with any such laws and regulations, including any required consent related to the transfer, processing and storage of such individual's personal data under laws applicable to such individual or the personal data. If requested by Customer, Quantum IT Group will work in good faith with the Customer to enter into an amendment to this Agreement or modify the provision of the Services to Customer as required to comply with such laws and regulations, in each case at the expense of Customer. In no event will Quantum IT Group be required to provide Services in violation of any applicable law or regulation.

Terms and Conditions to the Agreement

(h) Receipt of Services. Customer will defend, indemnify and hold Quantum IT Group harmless (including Quantum IT Group's officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or relating to Customer's receipt or use of the Services. This indemnity will not be available if the damage or loss is due to Quantum IT Group's willful or reckless acts or omissions.

5. Termination Rights and Remedies

(a) Termination by Customer Before Installation. If Customer elects to terminate the Agreement or any orders for Services before Services are installed and available for Customer's use, it must do so in writing, and will pay to Quantum IT Group as a pre-installation charge an amount equal to: (1) the non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid, (2) such amount that, if the Services require a third party that Quantum IT Group contracts with to provide some or all of the underlying services, a charge from the third party, which as a result of Customer's cancellation, Quantum IT Group becomes obligated to pay, and (3) if the Agreement is for a Term of one year, an amount equal to three times the one month recurring charges, or, if the Agreement is for a Term of more than one year, an amount equal to six times the one month recurring charges. Customer agrees that such a termination charge is not a penalty and is a reasonable amount because, among other reasons, it would be difficult or impossible to calculate the exact amount of damages suffered by Quantum IT Group if Customer terminates the Agreement or any orders for Services.

(b) Termination for Cause. Either party may terminate the Agreement upon thirty (30) days notice if the other party materially breaches the terms and conditions of the Agreement and the other party fails to cure the default within the 30-day period, including, but not limited to, Customer's failure to pay Quantum IT Group's invoices for the Services when due. If Customer terminates the Agreement after Quantum IT Group's material breach, then Customer will be responsible for (i) charges for the period before the date of termination and (ii) all remaining installment payments for the equipment that Customer purchased from Quantum IT Group via an installment payment purchase as provided in the related Equipment Addendum.

(c) Early Termination Fee. If Customer terminates the Agreement or any Services provided under the Agreement before the end of the Initial Term or any Renewal Term ("Terminated Term") for any reason other than Quantum IT Group's material breach, Customer will pay to Quantum IT Group an early termination fee equal to one hundred percent (100%) of the Monthly Recurring Charge for the terminated Service(s) multiplied by the number of months remaining in the Terminated Term (the "ETF"). In addition, Customer will pay Quantum IT Group as part of the ETF: (1) the non-recurring charges for the terminated Services, even if those charges had been initially waived; (2) any promotional credits provided to Customer; and (3) if some or all of the terminated Services were provided by a third party, an amount equal to any charge from the third party that Quantum IT Group becomes obligated to pay as a result of the termination, including any charges Quantum IT Group may incur from third party providers of any underlying services as a result of the early termination of the Agreement or any Service.

For end user-oriented services (e.g., work stations/endpoints, end user subscriptions/licenses), Customer may downsize the quantity of such services by no more than ten percent (10%) below the greater of (i) the quantity of end-user-oriented services for which Customer contracted at the commencement of this Agreement, or (ii) the quantity of end-user-oriented services provided to Customer in any one of the then-preceding three (3) months without incurring an ETF.

The ETF is due and payable immediately on the effective date of termination, and is in addition to any monthly recurring charges, usage charges and other charges due as of effective date of termination and any liability of Customer for breach of the Agreement. Customer agrees that each of the above termination charges is a reasonable amount to compensate Quantum IT Group for lost monthly recurring charges and usage charges following termination because, among other reasons, it would be difficult or impossible to calculate the exact amount of such damages suffered by Quantum IT Group if Customer terminates the Agreement or any orders for Services.

(d) Effective Date of Termination by Customer. If Customer terminates the Agreement or any Services provided to it for any reason other than Quantum IT Group's material breach, Customer will provide Quantum IT Group with written notice to accounting@quantumit.cc sixty (60) days in advance, and the effective date of the termination will

Terms and Conditions to the Agreement

be the end of that sixty (60) day notice period for purposes of determining the remaining time over which the termination charge will be calculated. If Customer does not give Quantum IT Group that notice, then the effective date of termination will be the date Quantum IT Group terminates the Services or Agreement. For partial months, remaining monthly recurring charges will be determined on a prorated basis based on the number of days in such month during which Services were to be provided.

(e) Move Charge. If Customer requests that Quantum IT Group move the Services from Customer's current service location to a different service location, Customer may incur a non-recurring charge ("Move Charge"). The Move Charge may include (i) a termination charge which, as a result of Customer's termination, Quantum IT Group becomes obligated to pay to a third party provider of the underlying facilities, and (ii) installation charge at the new service location. Also, a new Term may apply to any Services moved to a new service location.

(f) Delinquent Account. In addition to any other recoveries Quantum IT Group is entitled to receive, Quantum IT Group will be entitled to recover from Customer for payment delinquencies all of the costs Quantum IT Group incurs (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by Customer along with all other damages Quantum IT Group incurs as a result of Customer's breach or other termination of the Agreement, including termination charges, past due recurring and usage charges, any damage to Quantum IT Group's equipment, any promotional credits provided to Customer and any amounts Quantum IT Group has to pay to third parties because of violations by Customer of Quantum IT Group's AUP.

(g) Notwithstanding the foregoing, Customer may terminate the applicable Agreement without any further obligation with respect to Services (but subject to Customer's obligation to pay amounts owing for equipment purchased from Quantum IT Group under an installment payment option pursuant to the terms of an Equipment Addendum, without offset or recoupment) if the Services Quantum IT Group provides thereunder are not provided substantially in accordance with the requirements of such Agreement during the first ninety (90) days the Services are available for Customer's use. If Customer elects to terminate the Agreement pursuant to this Section 5(g), Quantum IT Group will reimburse Customer for the reasonable costs Customer incurred to re-establish service with another service provider not to exceed the amount that Customer paid to Quantum IT Group for installation of the Services. This Section 5(g) only applies if: (i) the cause of the Service deficiency was within Quantum IT Group's reasonable control; (ii) Customer ordered at least the amount of Services that Quantum IT Group recommended to meet Customer's traffic volumes; (iii) Customer gives Quantum IT Group written notice of the deficiency within the first ninety (90) days after Quantum IT Group notified Customer the Services are available for Customer's use, and (iv) Quantum IT Group fails to correct the Service deficiency within fifteen (15) days after receiving written notice from Customer of the deficiency.

6. Credit Allowance, Warranty Disclaimer, Limitation of Liability and Indemnity

(a) WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY" SECTION OF A SERVICE ADDENDUM, Quantum IT Group MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE OR DELIVERABLES. Quantum IT Group SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) EXCLUSIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CUSTOMER NOR QUANTUM IT GROUP WILL BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL) IN AN ACTION OR CLAIM OF ANY KIND OR NATURE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(c) LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, QUANTUM IT GROUP'S TOTAL LIABILITY FOR ALL CLAIMS IN ANY MANNER ARISING OUT OF THE AGREEMENT WILL IN NO EVENT EXCEED THE LESSER OF (1) CUSTOMER'S PROVEN DIRECT DAMAGES, (2) THE AMOUNTS CUSTOMER PAID TO QUANTUM IT GROUP FOR THE SERVICES GIVING RISE TO LIABILITY UNDER THE APPLICABLE AGREEMENT DURING THE SIX (6) MONTH PERIOD IN WHICH ANY

Terms and Conditions to the Agreement

SERVICE-RELATED PROBLEMS WERE EXPERIENCED, OR (3) THE CREDITS AVAILABLE TO CUSTOMER UNDER QUANTUM IT GROUP'S TARIFFED LIMITATION OF LIABILITY. FOR CLARITY, THE FOREGOING LIMITATIONS APPLY TO ALL DISPUTES, CAUSES OF ACTION AND CLAIMS OF ANY KIND OR NATURE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(d) Indemnification.

(i) Quantum IT Group Infringement Indemnity and Remedy.

(A) Quantum IT Group Infringement Indemnity. If a third party that is not an Affiliate of Customer asserts a claim against Customer asserting that Quantum IT Group's proprietary materials used or provided with the Services infringes a U.S. patent existing as of the effective date of the Agreement pursuant to which the Service is provided or a trade secret or copyright owned by that third party (a "Quantum IT Group Infringement Claim"), then Quantum IT Group will, at its own expense defend or settle the Quantum IT Group Infringement Claim; and pay the damages finally awarded against Customer. However, Quantum IT Group shall have no obligation for any such claim or other obligation for infringement to the extent resulting or alleged to result from: (1) modifications made other than by Quantum IT Group, (2) use of the Services or any work product of Quantum IT Group in combination with any equipment, software or materials not provided by Quantum IT Group, (3) compliance with the instructions, designs or specifications provided by or on behalf of Customer, or (4) Customer's continuing any allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

(B) Infringement Remedy. If an injunction or order is obtained against Quantum IT Group performing the Services for Customer by reason of the allegations of infringement of Quantum IT Group's proprietary materials, or if in Quantum IT Group's opinion such proprietary materials used or provided with the Services may violate a third party's proprietary rights, then Quantum IT Group will, at its expense and option: (1) procure for Customer the right to continue to receive the Services; (2) modify the allegedly infringing item to make it non-infringing without substantially reducing functionally or procure a non-infringing replacement; or (3) if neither (1) nor (2) are commercially practical, terminate the Agreement and release Customer from its obligation to make future payments for the Services.

(C) Exclusive Remedy. This Section 6(e)(i) contains Customer's exclusive remedies and Quantum IT Group sole liability for claims of infringement.

(ii) Customer Indemnity. If a third party that is not an Affiliate of Quantum IT Group asserts a claim against Quantum IT Group that materials provided by or on behalf of Customer to Quantum IT Group in connection with the Services infringes a U.S. patent existing as of the effective date of the Agreement pursuant to which the Service is provided or a trade secret or copyright owned by that third party (a "Customer Infringement Claim"), then the Customer will, at its own expense defend or settle the Customer Infringement Claim and indemnify Quantum IT Group for any damages finally awarded against Quantum IT Group. However, Customer shall have no obligation for any such claim or other obligation for infringement to the extent resulting or alleged to result from: (1) modifications made by Quantum IT Group, (2) compliance with the instructions, designs or specifications provided by or on behalf of Quantum IT Group, or (3) Quantum IT Group's continuing any allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

(iii) Indemnification Procedures. Upon the commencement of any claim, action, suit or proceeding for which a party wishes to seek indemnification under this Section 6(e) (each, a "Third Party Claim"), the party seeking indemnification (the "Indemnified Party") will provide prompt notice to the other party (the "Indemnifying Party") so that the Indemnifying Party has reasonably sufficient time to file, answer and defend such Third Party Claim, provided however, that no delay on the part of the Indemnified Party in providing such notice will relieve the Indemnifying Party from its indemnification obligations except to the extent the Indemnifying Party is prejudiced by such delay. After receiving such notice, the Indemnifying Party will immediately take control of the defense, settlement and investigation of the Third Party Claim, and employ and engage attorneys reasonably acceptable to

Terms and Conditions to the Agreement

the Indemnified Party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party will, at the expense of the Indemnifying Party, reasonably cooperate with the Indemnifying Party and its attorneys in the investigation, trial and defense of the Third Party Claim and any appeal arising therefrom. The Indemnifying Party may settle a Third Party Claim without the prior consent of the Indemnified Party only if the Third Party Claim involves only the payment of money by the Indemnifying Party without any admission of guilt or fault and a full and complete release from continuing and further obligation or liability on the part of the Indemnified Parties is executed by Parties involved in the settlement and delivered to the Indemnified Party. If the Indemnifying Party does not assume full control over the defense of a Third Party Claim subject to such defense as provided in this Section 6(e), the Indemnified Party will have the right to defend the Third Party Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.

7. Confidentiality

(a) Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "Discloser"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "Recipient").

(b) Definition of Confidential Information. "Confidential Information" as used in the Agreement means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes: (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) any products or services made available by a party; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

(c) Obligations of Confidentiality.

(i) As necessary to accomplish the purposes and objectives of this Agreement, Recipient may disclose Discloser's Confidential Information to any Recipient employee, officer, director, subcontractor, agent or representative who has a legitimate need to know the information for the purposes of this Agreement and who is bound to Recipient to protect the confidentiality of the information in a manner at least as stringent as that required of Recipient under this Agreement. Recipient may also disclose Discloser's Confidential Information to Recipient's attorneys if they are made aware of Recipient's obligations of confidentiality under this Agreement.

(ii) Recipient will not use or reproduce Discloser's Confidential Information except as reasonably required to accomplish the purposes and objectives of this Agreement or as specifically permitted by this Agreement or approved in writing by Discloser. Recipient will protect Discloser's Confidential Information from unauthorized use or disclosure by using at least the same degree of care as Recipient employs to avoid unauthorized use or disclosure of its own Confidential Information of a similar nature, but in no event less than reasonable care.

(iii) Recipient will promptly notify Discloser if Recipient becomes aware of any material unauthorized use, disclosure, loss of, or inability to account for any Confidential Information of Discloser. If such use, disclosure, loss or inability to account resulted from Recipient's breach of this Agreement then, without limiting Discloser's remedies for such breach, Recipient will cooperate with Discloser and, at Discloser's request, undertake commercially reasonable efforts to assist Discloser in investigating and preventing a reoccurrence thereof.

(iv) Recipient shall be responsible for any breach of the confidentiality provisions of this Agreement by any party to whom it discloses or makes available Discloser's Confidential Information as if such party were bound by the terms hereof and as if such breach were committed by Recipient.

(d) No Implied Rights. As between Discloser and Recipient, Discloser's Confidential Information will remain the

Terms and Conditions to the Agreement

property of Discloser. Nothing contained in the Agreement will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or licenses to the Confidential Information of the other Party. Any such obligation or grant will only be as provided pursuant to other provisions of the Agreement.

(e) Compelled Disclosure. If Recipient becomes legally compelled to disclose any Confidential Information of Discloser in a manner not otherwise permitted by this Agreement, Recipient will provide Discloser with prompt written notice of the request (unless legally precluded from doing so) so that Discloser may seek a protective order or other appropriate remedy. Recipient will reasonably cooperate with such efforts by Discloser. If a protective order or similar order is not obtained by the date by which Recipient must comply with the request, Recipient may furnish that portion of the Confidential Information it is legally required to furnish provided that it (i) discloses only such Confidential Information as is legally required, and (ii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(f) Return or Destruction.

(i) As requested by Discloser during the Term, Recipient will return, destroy, or provide Discloser a copy of any designated Confidential Information of Discloser, provided that Quantum IT Group will not be liable for any failure or delay in its performance of Services to the extent resulting from its obligation to return, erase, or destroy Confidential Information of Customer in its possession prior to the completion of the Services. Upon expiration or termination of this Agreement, Recipient will return or destroy all materials in any medium that contain Confidential Information of Discloser. At Discloser's request, Recipient will certify in writing that it has returned or destroyed all copies of Discloser's Confidential Information in the possession or control of Recipient, any of Recipient's Affiliates or subcontractors, or any other party to whom any of them provided or permitted access to Confidential Information of Discloser.

(ii) Recipient shall have no obligation to return or destroy any Confidential Information of Discloser that is subject to a claim, dispute, lawsuit, or subpoena or in any other circumstances in which Recipient reasonably believes that destruction would be unethical or unlawful.

(iii) Any Confidential Information of Discloser retained by Recipient under this Section 7(f) shall remain subject to the confidentiality obligations under this Section 7.

(g) Proprietary Legends. Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser's rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Agreement.

(h) Survival. This Section 7 shall survive any termination or expiration of this Agreement.

8. Mutual Non-Solicitation. During the term of this Agreement, and for a period of six (6) months thereafter, neither party will, directly or indirectly, solicit, negotiate, engage, employ, or offer employment to, the personnel or contractor of the other party involved with providing Services hereunder.

9. Enhanced 911 ("E911") for Customers with Voice over Internet Protocol ("VOIP") Based Services Notice

(a) If the Services offered to Customer hereunder utilize VoIP technology to provide 911 and E911, this notice provides information about 911 and E911 capabilities and limitations on such voice services. The FCC requires that all telecommunications service providers utilizing VoIP notify their subscribers of the differences between the 911 and E911 access capability provided using VoIP technology and the 911 and E911 access capability using traditional telephone service. Further details about the FCC's requirements can be found at www.fcc.gov/cgb/consumerfacts/voip911.pdf.

(b) Differences in VOIP 911 Capabilities. 911/E911 access capabilities that use VoIP technology differ from 911/E911 access capabilities using traditional telephone service. The following list outlines some of the key differences, along with steps that Customer can take to mitigate those differences.

Terms and Conditions to the Agreement

(i) Service Location Information. Customer must provide Quantum IT Group with the correct service address of the location where Services will be used. If Customer does not provide correct service address information, or if Customer move Customer's VoIP access device (including an integrated access device, IP phone, or analog terminal adapter) to another location without updating service location information, calls to 911 will route to emergency personnel who may not be able to assist Customer, or may cause delays in receiving emergency services.

(ii) Power Outage. A power outage will render Customer's VoIP access devices unable to make or receive any calls, including calls to 911. Providing backup electrical power to VoIP access devices will mitigate this limitation. Broadband Service Disruption. Disruptions to Customer's broadband service will prevent calls to 911 from completing. A failover connection to the public Internet over a broadband connection will reduce the likelihood of a service disruption.

(iii) Service Suspension. If Customer's service is terminated or suspended for any reason, 911 will not be available.

(c) Geolocation Registration. For calls to 911, Quantum IT Group overrides any outbound calling line identification telephone number sent by the customer's phone system with a telephone number that is registered for the specific physical location of the service, also known as a geolocation. This enables 911 calls to route to the correct Public Safety Answering Point (PSAP), and that emergency personnel are sent to the correct location. Customer must provide accurate and timely information about Customer's geolocation. There is a \$125 charge per 911 call from telephone numbers with either incorrect or missing geolocation information.

(d) Alternate Means of Contacting 911. Customer should maintain alternate means of contacting 911, such as analog phone lines. Customer is also responsible for notifying users of these alternate means of contacting 911. **UCx clients on a mobile phone will route 911 calls through the mobile network provider by default.**

(e) Notification of Users. Customer is responsible for notifying any users, including staff, residents, guests, or other persons who may be present at any location where Customer utilizes Quantum IT Group VoIP service about the limitations of 911 dialing on VoIP as compared with 911 dialing on traditional voice services. Customer will receive stickers concerning the limitations of 911 dialing on Customer's Quantum IT Group VoIP service. It is Customer's responsibility to place the 911 sticker on or near each device that Customer uses with the Services. If Customer did not receive a 911 sticker with Customer's device, or Customer requires additional 911 stickers, please call 469-252-1503.

10. Miscellaneous Provisions

(a) FUSF Exemption. Telecommunication carriers that provide interstate telecommunications services must file FCC Form 499-A with the Federal Communications Commission ("FCC"). Customer must provide Quantum IT Group a copy of the first page of the Universal Service Worksheet (FCC Form 499-A, with Filer 499 ID Number). If Customer is not required to file Form 499-A under applicable laws and regulations, Certificate B must be completed and returned to Quantum IT Group. Quantum IT Group assesses its customers the Federal Universal Service Fund ("FUSF") fee based on end user revenues. Quantum IT Group exempts from this charge certain customers who contribute directly to the Universal Service Fund ("USF"). In such case, Quantum IT Group has established a Certificate of Exemption from Quantum IT Group's FUSF assessment. To be exempt from FUSF charges, Customer must certify the following:

- (i) Customer is an interstate provider of telecommunications services and has a Filer 499 ID Number;
- (ii) Customer will purchase Services under the applicable Agreement exclusively for purposes of reselling those services to end users; and,
- (iii) Customer (or its end users) is directly contributing to the FUSF on all services provided by Quantum IT Group.

To claim an exemption from Quantum IT Group's assessment of FUSF charges, Customer must return

Terms and Conditions to the Agreement

certificate with the first page of the Universal Service Worksheet (FCC Form 499-A, with Filer 499 ID Number).

(b) Independent Contractors. The parties hereto are acting as independent contractors and under no circumstances will any of the employees of one party be deemed the employees of the other as a result of the Agreement for any purpose. All of the Services performed by Quantum IT Group will be performed as an independent contractor. Quantum IT Group will perform such Services under the general direction of Customer, but Quantum IT Group will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement, including selecting the software and other technology and any subcontractors utilized by Quantum IT Group in the performance of the Services. Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. Quantum IT Group will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to Quantum IT Group and Quantum IT Group's employees. This Agreement does not create a partnership or joint venture between the parties.

(c) Insurance. Quantum IT Group will provide and maintain during its rendition of the Services, but only for losses arising out of Quantum IT Group independent contractor work for Customer: (a) Worker's Compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services; (b) employer's liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence; (c) comprehensive/commercial general liability insurance including products liability with one million dollars (\$1,000,000) per occurrence combined single limit and two million dollars (\$2,000,000) general aggregate, including coverage for the use of subcontractors, products liability and completed operations, and not containing an exclusion for explosion, collapse and underground coverage; (d) comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, rented and non-owned vehicles of at least one million dollars (\$1,000,000) for combined single limit for bodily injury, including death, and/or property damage; and (e) professional liability insurance covering the effects of errors and omissions in the performance of professional duties in the amount of one million dollars (\$1,000,000) for each occurrence and in the aggregate associated with Services.

(d) Export Controls. Customer will cooperate with Quantum IT Group as reasonably necessary to permit Quantum IT Group to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("Export Laws"). Customer may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Services into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

(e) Assignment and Succession. Customer may not assign or transfer the Agreement without Quantum IT Group's prior written consent, which will not be unreasonably withheld. Any unauthorized assignment or transfer by Customer will be null and void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns. The right to payments under any Equipment Addendum are assignable by Quantum IT Group without consent as provided in such Equipment Addendum.

(f) Governing Law. With the exception that the enforceability of Section 10 is governed both procedurally and substantively by the FAA (as stated above), the Agreement will be construed pursuant to the laws of the State of Texas without regard to the conflicts of law provisions thereof. The exclusive venue for any dispute arising from or related to this Agreement shall be in the courts of the state of Texas sitting in Travis County, Texas.

(g) Force Majeure. Quantum IT Group will not be liable for any failure of performance of the Services due to causes beyond Quantum IT Group's control, including fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, network attacks, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, any other governmental agency, including state and local governments having jurisdiction over Quantum IT Group or the Services provided hereunder, or the actions and failures to act of Customer or any third party.

(h) Entire Agreement and Modifications. The Agreement and all other documents specifically referred to in the Agreement (including each applicable Equipment Addendum) constitute the entire and final agreement and

Terms and Conditions to the Agreement

understanding between Customer and Quantum IT Group with respect to the subject matter of the Agreement and supersede all prior agreements relating to such subject matter, which are of no further force or effect. Any and all exhibits referred to in the Agreement are integral parts of the Agreement and are made a part of the Agreement. The Agreement, including each applicable Equipment Addendum, may only be modified or supplemented by an instrument in writing executed by both Customer's and Quantum IT Group's duly authorized representatives or by a written notice of change pursuant to Section 1(d) hereof. Each Equipment Addendum relating to the Agreement is considered a separate and independent obligation of Customer to pay Quantum IT Group for equipment purchased thereunder and the Agreement, as it relates to the equipment and amounts payable in connection with any installment purchase option, is subject to the terms of such Equipment Addendum.

(i) Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision will be deemed amended to the minimum extent necessary to render it enforceable.

(j) Order of Precedence. If there is any conflict within the Agreement between the TAA, MSA or Service Agreement (as applicable), these Terms and Conditions and an Agreement and any document incorporated by reference into an Agreement or an Addenda, the parties will attempt to read any such conflicting provisions consistently; however, in the event such a consistent reading cannot be accomplished, the order of precedence will be as follows (i) with regard to Tariffed Services, Section 1(b) of these Terms and Conditions; (ii) amendments to the Agreement entered into following the effective date of the Agreement; (iii) the TAA, MSA or Service Agreement (as applicable); (iv) these Terms and Conditions, except to the extent that an Agreement expressly references a provision of these Terms and Conditions and then, only with respect to such Agreement, the Agreement will control with regard to the referenced provision; (v) the Agreement; and (vi) other documents incorporated by reference into an Agreement.

(k) Grant of License to Use Customer's Name and Trademark. Customer agrees to grant and does hereby grant to Quantum IT Group a non-exclusion, non-transferable, non-sublicensable, and royalty-free license to use and reproduce Customer's name, logos, and trademarks on Quantum IT Group's sales and marketing materials, advertising and website at any time during the term of this Agreement.

(l) Interpretation of Agreement. The word "including" will be construed to mean "including, without limitation". The word "or" will mean "and/or" unless the context requires otherwise. The words "day," "month," and "year" mean, respectively, calendar day, calendar month and calendar year. The Agreement will be fairly interpreted in accordance with its terms and without strict construction in favor of or against either party based on the identity of the drafter of the Agreement or any term or provision thereof.

(m) No Third Party Beneficiaries. Notwithstanding anything to the contrary, the Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party or deemed to provide third parties with any remedy, claim, right of action, or other right.

(n) Survival. Sections 5 - 10 and Section 12 of the Agreement, inclusive of sub-sections, will survive any termination or expiration of the Agreement and will continue in full force and effect until they are satisfied in full or by their nature expire.

(o) Headings. The headings used in the Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(p) Waiver. Under no circumstances will either party's failure to enforce any provision of the Agreement in any particular instance be construed as a waiver of that provision.

(q) Notices. If Customer notifies Quantum IT Group that it does not wish to renew Services, Customer's written notice may be by a letter delivered in that manner or by an email to: accounting@quantumit.cc.

(r) Limitation on Actions. Any legal action arising in connection with this Agreement must be commenced within two (2) years after the cause of action arises.

11. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, you may terminate this Agreement without any further obligation if the Services we provide are not substantially performing up to industry standards during the first ninety (90) days the Services are available for your use. If you elect to terminate the Agreement pursuant to this guarantee, we will reimburse you for all reasonable costs you incurred to re-establish service with another service provider not to exceed the amount that you paid to us for installation of the Services. This Service Guarantee only applies if: (a) the cause of the Service deficiency was within our reasonable control; (b) you ordered at least the amount of Services that we recommended to meet your traffic volumes; (c) you give us written notice of the deficiency within the first ninety (90) days after we notified you the Services are available for your use, and (d) we fail to correct the Service deficiency within fifteen (15) days after receiving written notice from you of the deficiency.