

Genie Innovations, Inc. (dba IP-Genie)/Cumulus Communications, Inc. (dba CCI Voice)

Terms and Conditions

In consideration of the mutual agreements herein contained, Cumulus Communications, Inc. (Cumulus), dba as both "CCI Voice" and "IP-Genie" agrees to sell to the Customer named in the Service Order Form or proposal with attached "Schedule A" ("Customer") and Customer agrees to purchase from Cumulus, communications and/or computer and telephone equipment, software, cabling, cameras, access control devices and/or related communications services (the "Equipment and/or the Services") in accordance with the following terms and conditions, which are added by inclusion to the Service Order Form (or proposal and attached Schedule A), signed by the client and Cumulus:

1. Cumulus shall provide the Equipment and/or Services set forth on the Service Order Form or in the Cumulus Proposal (indicated as "Schedule A" in that document) made a part hereof (hereinafter referred to as the "Equipment" or the "Services"). Customer acknowledges that in the event of a lease transaction where the goods are legally sold to the lease company, the relationship between Cumulus and the Customer transcends this legal transaction and Customer and Cumulus shall be deemed to have the same relationship as if no such lease transaction shall have existed.
2. Cumulus shall install the Equipment or provide the Services at the address indicated on the Service Order Form or proposal/Schedule A (the "Premises").
3. Cumulus shall furnish all the reasonably necessary cabling, wires, hardware, labor and other items for installation of the Equipment and Services, unless Customer chooses to utilize existing building cabling, jacks and other supplies already installed ("Existing Cable"). Customer agrees that if Existing Cable is used for the installation of Equipment, Customer becomes liable for any damage, repairs and/or troubleshooting required due to Equipment malfunction, if that malfunction is determined to be related to the Existing Cable.
4. Customer shall assume risk of theft or loss of the Equipment upon delivery of Equipment to Customer's premises until full payment has been made, at which time the affected portion of goods delivered and paid become the property of Customer. At this point (but not

before), legal title for the portion of the Equipment delivered and paid shall pass to Customer. In transactions where the customer leases the equipment, the terms of this agreement relate to the customer even if the sale is technically to the lease company, for the benefit of the Customer. If equipment is returned or exchanged after 90 days of purchase there is a 15% restocking fee (equipment must be unused and in original box). Client will cover the cost of the return shipment.

5. Customer shall purchase the Equipment and Initial Non-Recurring Charges for a total up-front cost as indicated on the attached Schedule A plus sales tax, if applicable. The Customer also commits to The Monthly Recurring Services as indicated on the attached Schedule A, plus applicable sales tax and other regulatory fees and surcharges (See REGULATORY FEES, TAXES AND SURCHARGES below for more details). The Hardware price does not include any sales, use, excise, property or other taxes applicable to the use, delivery or installation of the Equipment or applicable to this agreement. Such amounts shall be added to the Hardware Price when the invoice for payment of the Equipment is presented to the Customer and Customer agrees to hold Cumulus harmless for any of these taxes and fees not billed if applicable. This amount also does not include any additions that may be added by Customer to the Equipment at any time after this agreement is executed, and any such additions requested by customer and provided by Cumulus are so added under the same terms as in this agreement.

6. The Purchase price shall be paid as follows:

a) 100 Percent (100%) of the non-recurring total cost from Schedule A upon execution of this agreement.

b) The monthly recurring is due via monthly ACH (automated clearing house) withdrawal from the customer's checking account. Note: There is already a 5% discount built into our total for monthly payments being made by ACH, because of the time Cumulus saves in not doing collections from customers of amounts due when paid using this method.

7. Customer's Duties: The Customer shall, at its sole cost and expense, on the installation completion date, and at all times thereafter so long as this Agreement remains in effect or any installation or servicing relationship exists between Cumulus and Customer including without limitation during the installation of the Equipment and any warranty period:

a) Where there is equipment installed in Customer premises, assure that the Premises will be kept dry and reasonably cool. Of particular concern, computer and telephone equipment (especially phone systems and servers) must be kept in an environment cooler than 80 degrees Fahrenheit, and any equipment containing cooling fans, such as telecommunications and network equipment (like servers, firewalls and Ethernet switches), must be kept free from excessive construction dust.

b) Provide reliable electrical current (dedicated and grounded 120-volt 20-amp electrical outlet, independent from all other appliances and uses) in the location where the equipment is located.

c) Provide adequate security for the Equipment and for Cumulus staff at any place where Equipment is to be installed and maintained.

d) Provide adequate and reliable power conditioning and battery backup power supplies to meet the demands of the equipment, the specifications of which are available upon request from Cumulus technical personnel.

e) Provide 1st-level basic warranty and technical support for hardware and/or software problems identified in connection with the Equipment, including fielding of end-user trouble calls, identification of routine problems, replacement of basic hardware identified as defective (including defective phones) and any other task which is either routine or is usually considered easy for Customer staff to perform and avoids an unnecessary trip to Customer by Cumulus staff.

f) Once the porting of phone numbers to Cumulus is complete (if applicable) or new Cumulus-provided Internet service goes live (if applicable), customer is responsible for cancelling any older carrier services that are being replaced (if applicable). This is not the responsibility of Cumulus Communications. There may be an overlap of billing (typically not more than a month) from the old carrier due to the timing of the cancellation and the policies of the carrier. It should be noted that some carriers have an auto-renewal clause, and customer is responsible to set a calendar reminder to notify carriers to not renew (and go month-to-month), if applicable.

8. Warranty:

a) For any Equipment purchased or leased from Cumulus, Cumulus shall provide ongoing warranty from the installation completion date, such that as of that date, the Equipment will be free from defects in materials and workmanship. If any such defects covered by this Warranty appear while the customer is in good standing (which is defined as being current

in its payments to Cumulus for services provided and otherwise not in breach of this agreement), Cumulus shall have the option of repairing or replacing the Equipment (or reconfiguring/repairing the software problem), at its expense during routine business hours. Such repair or replacement shall be Customer's exclusive remedy for Cumulus's breach of said warranty, and Customer willingly, knowingly and voluntarily waives all other remedies.

b) Cumulus will not be obligated to service, repair or replace any Equipment that has been abused or improperly handled; or any goods damaged in the course of repair or service by others; nor shall Cumulus be obligated to warranty any system with goods added that were not purchased from Cumulus. Cumulus is not responsible for problems caused by telecommunications carriers and customer agrees to pay any charges incurred in resolving issues created by such carriers, unless the carrier was recommended by Cumulus and Cumulus is recognized as the agent of record for managing the Customer account with said carrier. Customer acknowledges the risk of voice quality issues when using the public Internet for phone service or to link multiple sites or telecommuters with IP telephones.

c) It is possible the customer may ask to have Cumulus's system integrate with a particular database or other software application written and sold by third party manufacturers. In the event of any problems created by these third party applications, Cumulus will make its best efforts to resolve them. In the event of such a problem, Cumulus will sometimes arrange to have the third party resolve them directly. If a significant amount of Cumulus time must be spent diagnosing and/or resolving the issue, Cumulus reserves the right to charge for the time and materials involved. Customer understands and agrees that no commitment of integration between The Equipment and Services and any third-party software is assumed, unless a separate agreement for software development and integration is undertaken between Cumulus and Customer.

d) WHETHER THE EQUIPMENT IS PURCHASED, RENTED OR LEASED, THE WARRANTY STATED ABOVE SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

e) CUMULUS, ITS ASSIGNS, AGENTS OR SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE, EXPENSE OR LOSS OF CUSTOMERS, REVENUE OR PROFITS DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT SOLD OR LEASED HEREUNDER OR ARISING FROM THE CUSTOMER'S INABILITY TO USE THE EQUIPMENT OR SERVICES EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER

CAUSE, WHETHER OR NOT SUCH A POTENTIAL FOR DAMAGE OR LOSS WAS MADE KNOWN TO CUMULUS.

9. Invoices presented to Customer by Cumulus, both during installation and at any time that Cumulus provides support for Customer's Equipment and Services, shall be payable in terms noted on the invoice (or upon receipt for ACH payments). If any of Customer's obligations to Cumulus shall not be paid when due (and not remedied by 15 days thereafter), or if Customer breaches any other provision hereof, Customer shall be in default hereunder, and all sums and obligations due hereunder shall, at Cumulus's option, become immediately due and payable. Upon Customer's default, in addition to the rights and remedies specified herein, Cumulus shall have all the rights and remedies under the Uniform Commercial Code and any other applicable laws, including the right to any delinquent payments for which the Customer shall remain fully liable.

Additionally, upon Customer's default, Cumulus shall have the right to terminate or suspend any and all ongoing service (including Hosted Communications Server services and SIP trunk phone service) and warranties with respect to the Equipment and any and all obligations Cumulus may have to service, repair or replace the Equipment, whether arising under this Agreement or otherwise. No remedy of Cumulus hereunder shall be exclusive of any other remedy herein or provided by law, but such remedies shall be cumulative and in addition to every other remedy. All balances due beyond thirty (30) days are subject to a service charge of two percent (2%) per month or the maximum amount allowed by law. This applies to all service or additional work orders subsequent to this agreement authorized by the customer or customer's agents. There shall also be a charge of \$125 to re-establish Monthly Recurring Services if suspended for non-payment.

10. Cumulus and Customer ("The Parties") agree to reimburse each other on demand all reasonable costs which the prevailing party incurs in the protection, defense, maintenance and enforcement of this Agreement and all rights and remedies arising hereunder, including without limitation, any and all reasonable expenses and costs of collection and further including without limitation, reasonable attorneys' and other professionals' fees and expenses to the extent that a party prevails in such action.

11. Customer, having carefully read all provisions of this Agreement, acknowledges receipt of a copy of this agreement and the schedules made a part hereof which are the final expression of the agreement of the parties. Cumulus and Customer agree that: this Agreement, together with the Service Order Form and/or Proposal with Schedule A is the

complete and exclusive statement of the terms agreed upon between them for this sale, these and all prior agreements and understandings being merged herein; there are no representations, warranties or stipulations whatsoever, either oral or written, not herein contained; no modification of this Agreement may be made except by a like signed agreement; handwritten changes must be initialed by all parties hereto.

12. All documentation, technical information, Software, business information, or other materials that are disclosed by either party to the other in the course of performing this Agreement shall be considered proprietary information (“Information”) of the disclosing party, provided such information is in written or other tangible form that is clearly marked as “proprietary” or “confidential”. This Agreement shall be deemed to be Cumulus’s and Customer’s Information. Customer’s Content shall be deemed to be Customer’s Information.

Each party’s Information shall, for a period of three (3) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used only for purposes of performing this Agreement (including in the case of Cumulus, the ability to check quality, and to operate, maintain and repair the Services) and using the Services; and (iii) not be disclosed except to the receiving party’s employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of either party and agree in writing to use and disclosure restrictions as restrictive as this Article 11), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

The restrictions in this Article shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

13. Cumulus shall not be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers, underlying carriers or other suppliers, acts of regulatory or governmental agencies, or other causes beyond Cumulus’s reasonable control.

14. We strongly recommend each customer have a newer battery backup (with built-in surge protection and power conditioning) for main and remote locations with firewalls and/or telephones. Voltage spikes and other fluctuations from power outages or other factors can be very damaging to sensitive electronics. We cannot be responsible for remediation of problems to any equipment caused by electrical issues.

15. Customer understands that any work provided at or for any remote/home office (unless specifically agreed to in advance in writing) is billable hourly, including any work performed to troubleshoot network equipment or telephone problems.

16. Each party may assign, subcontract, transfer in whole or in part, any of its interests, rights, or obligations under this Agreement. This includes Cumulus's obligation to provide any Service pursuant to this Agreement, provided that Cumulus first gives adequate prior written notice thereof to the Customer and provided the assignee is substantially similar in ability to Cumulus with respect to its ability to carry out the obligations of this agreement. Any subcontractor performing Maintenance Services or other services hereunder will be subject to the same terms and conditions as are set forth herein. Customer may assign or subcontract any part or all of its interests hereunder with prior written notice given to Cumulus.

17. This Agreement shall be interpreted and enforced under the laws of the State of Connecticut. The parties hereto consent to the personal jurisdiction of the Courts of the State of Connecticut for the enforcement of the terms of this Agreement.

18. The respective obligations of Customer and Cumulus, which by their nature would continue beyond the termination or expiration of any Attachment or this Agreement, including, without limitation, the obligations regarding Use of Information and Limitations of Liability, shall survive termination or expiration.

19. Termination: The term of this agreement will commence on the effective date and continue with full force and effect for the number of months indicated on the Service Order Form or Schedule A (usually 60 months). Either party may terminate this Agreement for cause, provided that the party wishing to terminate first provides written notice to the other

party, specifying the alleged cause for termination. The party alleged of the breach shall then have a period of thirty (30) days from receipt of this notice to correct the situation. "Cause" is defined as (i) the failure of Customer to pay any amounts for Services that are undisputed (provided any disputes are reasonable and in good faith) and provided to Cumulus within thirty (30) days after the date of the invoice., (ii) Any material failure by a party to comply with or to perform any material nonpayment provision or condition of a this Agreement and the continuance of such failure for a period of thirty (30) days after notice thereof to such party; or (iii) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

If Cumulus terminates all or any portion of this Agreement for Cause or if Customer terminates this Agreement without cause, Customer shall be responsible for the full remaining balance of all amounts owed for the remaining Term of the terminated portion of the Agreement, including, without limitation, payments for terminated Services, the balances of which shall be accelerated and due to Cumulus in full within thirty (30) days of said termination. If Cumulus elects to terminate other than for Cause (as prescribed above), then Customer shall be responsible for paying all amounts owed under this Agreement up and until the date of termination but shall not incur any termination liability.

Customer agrees that actual damages in the event of a termination by Cumulus for cause or an improper termination by Customer will be difficult or impossible to ascertain and that the amounts due as set forth in this section are intended, therefore, to establish liquidated damages and not intended as a penalty.

20. Applicable Out-of-Service Credits, if any, are made available upon the following formula(s), and must be requested in writing by the Customer within 30 days of any outages:

Unavailability Event Duration - Up to One Hour = 1 hr credit

Unavailability Event Duration > 60Min = 1 day credit

Aggregate duration of outages during a 30-day period > 8hrs = 1 week credit

21. REGULATORY FEES, TAXES AND SURCHARGES: Cumulus will pass along any Federal, State, local and quasi-public agency regulatory fees, USF Charges and other surcharges and taxes that may be assessed related to the Equipment and Services (except those for which the client may be exempt, with necessary documentation required), referred herein collectively as “The Fees.” Customer agrees that The Fees will be added as they are incurred, with notice given as soon as possible on Cumulus invoices, and the charges included in the customer’s regular payment method. Customer agrees to hold harmless Cumulus for any past Fees that later become known and become due after the fact. Cumulus makes no representations or warranties that the regulatory bodies or any underlying providers will not make any changes to existing laws, regulations, and/or tariffs that could impair Cumulus’s ability to deliver Services to Customer.

22. A “Voice-over-IP” or “VOIP” service may have been used as part of the solution proposed to Customer. Customer understands and agrees that part of the reason for savings using such a service is the use of public Internet service (vs. MORE expensive private circuits) to deliver calls. Customer understands and fully acknowledges that while voice quality will normally be exceptional, there may also be some occasional risk of voice quality problems or temporary interruption of service and that higher-cost connections (or redundant connections) may be necessary to improve that quality in some isolated cases. CUSTOMER also ACKNOWLEDGES (if applicable) THAT CABLE MODEM SERVICES, WHILE GENERALLY VERY good, MAY NOT BE AS RELIABLE AS FIBER INTERNET Connections, and additional Cumulus billable time could possibly be incurred for excessive troubleshooting. Furthermore, there could always be the possibility, especially after the FCC repeal in 2017 of the so-called Net Neutrality provisions, that carriers could interfere with Internet service to affect VOICE quality. In the event of any degradation of voice quality from any carrier, it might be necessary to purchase a higher-end service or a new carrier entirely to better guarantee good voice quality over VoIP services.

23. E911 LIMITATIONS AND CUSTOMER RESPONSIBILITIES

Customer acknowledges that Voice over IP (VoIP) and other non-traditional phone services may not support emergency calling in the same manner as traditional telephone services. Specifically, Customer understands and agrees that:

Limitations of E911 Service: There are inherent risks and limitations with E911 over VoIP, including but not limited to:

Service disruptions due to power outages, network congestion, firewall restrictions, or system failures.

Routing of 911 calls to alternative emergency call centers not based on the caller's physical location.

Failure to properly register and maintain up-to-date endpoint (device) address information.

Inability to complete 911 calls when service is suspended or disconnected.

Testing and Verification: Upon installation of the VoIP phone system—and after any major reconfiguration or programming changes—Customer agrees to perform appropriate testing of 911 functionality. This includes verifying that:

911 calls are routed correctly.

Address and telephone number information are accurately transmitted to emergency responders.

Alternate Emergency Access: Customer agrees to maintain an alternative means of accessing emergency services (e.g., mobile phone or landline) at each location where VoIP service is used, in the event the VoIP service is unavailable.

Remote and Mobile Use: Customer acknowledges that use of VoIP phones or softphones from locations outside the primary service address (e.g., at home or remote offices) may result in inaccurate address information being transmitted to emergency services.

Customer agrees to:

Notify Cumulus of any changes to the location of remote devices.

Instruct remote users not to rely on VoIP devices for 911 calls unless their current physical location has been properly registered.

Apply warning labels or signage to devices, informing users of E911 limitations.

Indemnification: Customer agrees to indemnify, defend, and hold harmless Cumulus, its affiliates, subcontractors, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or relating to the failure or inability to complete 911 calls using the VoIP service.

24. Customer acknowledges that it will warn Cumulus of any known and planned power or other outages in its building, to avoid Cumulus staff spending unnecessary time

troubleshooting issues reported by its ongoing monitoring services, if applicable; and that failure to warn Cumulus of such outages could result in billable charges.

25. Customer acknowledges that in order to maintain better services to its customers, Cumulus routinely monitors and/or records its own telephone calls (that is, customers calling the Cumulus staff for assistance). Customer agrees this is necessary and consents to such recordings, whether or not they are informed of the recordings at the time of each call. Customer also agrees to inform its staff of this fact.

26. Owing to the vast troubles and annoyances caused by robo-dialing and spam texting, the major cellular carriers have created a registration framework to try to identify the sources of business texting from landlines. One aspect of this registration involves the use of 'Campaigns.' This is in addition to a company's registration to send texts in general. The regulations and costs attached thereto are changing constantly and frequently, and as such, we are unable to guarantee to our customers what those costs and regulations are until we learn them. You understand and agree to pay whatever those reasonable charges are as we learn them and communicate them to you.

27. Parties acknowledge that the many ongoing support services provided by Cumulus in its Cumulus Cloud Care Plan (if applicable) are partially based on the quantity and type of goods provided, and that if customer purchases any future goods not from Cumulus, that they must notify Cumulus of these purchases, and that these goods might not be covered under warranty by Cumulus. The parties also agree that Cumulus may at its option void its warranty because of the chance that the goods are not from legitimate sources or providing the same assurance of authenticity from the manufacturer, and that these goods may harm the other goods under the warranty. If Cumulus is not providing ongoing Cumulus Cloud Care support (including warranty, "moves/adds/changes", training and other services), but we are managing your transition to a new telecom carrier we provide, any administrative help during the carrier transition will still be provided by Cumulus at no extra charge. However, all technical/engineer assistance during and after the carrier installation will be billable at Cumulus's then current hourly rate plus trip charges if applicable.

28. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

29. If any provision hereof should be declared void or unenforceable for any reason, it shall, in no way, affect the validity and/or enforceability of the other provisions hereof, each such provision being independent of the other provisions herein contained.

30. No waiver or modification of this Agreement shall be binding unless in writing and signed by the parties with the same formality of this Agreement. No waiver of a breach of any provision hereof or of any default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.