

COLUMBIA BASIN INFORMATION TECHNOLOGY VOICE COMMUNICATIONS SERVICES TERMS OF SERVICE

Release Date: 052313

These Terms of Service constitute the agreement ("Agreement") Sycure Corporation, dba Columbia Basin Information Technology ("Provider") and the ("Customer") of Provider's voice communications services ("Service"). This Agreement governs both the Service and any devices, such as an IP phone, IP Softphone, Analog Telephone Adapter or any other IP connection device, sold or otherwise furnished to "Customer" by Provider ("Device" or "Equipment") under the terms of this Agreement, and also applies to all lines on each Provider account.

1. EMERGENCY SERVICES - 911 DIALING

1.1 - 911 Dialing. 911 Dialing under Provider's voice service is different than traditional 911 service offered by traditional telecommunications carriers. Most of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, customers with basic 911 will be upgraded to E911 service. You will not receive notice of the upgrade.

By executing this Agreement you authorize disclosure of names and addresses associated with your account to third parties involved with providing 911 dialing features and functionality to you and your organization, including, without limitation, call routers, call centers and local emergency centers.

1.2 - Notify All Users. You should inform all users associated with your account and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of Provider 911 Dialing as compared with basic 911 or E911.

1.3 - Registration of Physical Location Required. For each phone number that is used for the Service, you must register the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by sending an email to info@sycure.com. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line/phone number you use with the Service. Regardless of what address you register, emergency calls you make from these devices will be routed to the national emergency response center.

1.4 - Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you register the location per Section 1.3, and you receive an email confirming that the 911 Dialing feature has been activated for that phone line.

1.5 - Service Outages.

(a) **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including

911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(b) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service. Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(c) Service Outage Due to Disconnection of Your Account. Service outages due to disconnection, suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning. **(d) Other Service Degradation or Outages.** If there is a Service outage or degradation for any reason, such outage may prevent all Service, including 911 Dialing, from functioning or network congestion may cause delays and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks, including where emergency calls are first routed through a national emergency center. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

1.6 - Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

1.8 - Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any national or local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Provider nor their respective officers, employees or agents may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Provider, and their respective officers, directors, employees, affiliates and agents who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

2. SERVICE

2.1 – 12-Month Term. Service is offered on an annual basis for a term that begins on the date that your Service is activated and ends on the last day of the first full calendar month after such activation date. The term of this Agreement shall automatically renew for an unlimited number of successive annual periods thereafter, unless you deliver written notice of non-renewal at least thirty (30) calendar days before the end of the then-current monthly term. You are purchasing the Service for full annual terms, meaning that if you attempt to disconnect Service prior to the end of an annual term, you will be responsible for the full charges to the end of such annual term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite thirty (30) day notice of disconnection prior to the expiration of the then-current term. Expiration of the term or disconnection of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

2.2 - Prohibited Uses.

(a) Unlawful. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become

immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, we (or any Carrier) may provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, etc., and you hereby consent to any such information disclosures.

(b) Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, we (or any Carrier) may provide information in response to law enforcement requests, subpoenas, court orders, etc., and you hereby consent to any such information disclosures. Furthermore, Provider reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

2.3 - Use of Service and Device by Customers Outside the United States. Although we encourage you to use of the Service to place calls to foreign countries from within the United States and to use the Provider Service as you travel, we do not presently offer or support the Service in any countries other than the United States. Provider Service is designed to work generally with unencumbered high-speed internet connections. However, if the highspeed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, Services may not be available or may be degraded or otherwise inoperable. No representation or warranty is made as to whether use of the Provider Service is permitted by any other jurisdictions or by any or all the ISPs. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device in violation of laws of jurisdictions outside the U.S.

2.4 - Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.

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

(b) Unauthorized Usage of Device; Firmware or Software. To the extent of any firmware or software embedded or installed on the Device, or otherwise provided to you in connection with the Service, you are granted a nontransferable, non-exclusive, revocable license to use such firmware or software in object code form only (without making any modification thereto) exclusively for use in connection with the Service, only during the term of this Agreement, and otherwise strictly in accordance with the terms and conditions of this Agreement. No further rights or licenses are granted to you or any third party, by implication, estoppel or otherwise, and Provider reserves any and all rights of ownership and use. You

expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us and any Carrier harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

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

2.6 - Theft of Service. You shall not use the Service in a manner calculated to avoid reasonable policies or procedures of Provider or any Carrier related to the use of the Service. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. Provider reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

2.7 - Number Transfer on Service Disconnection. Upon the disconnection of your Service, the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service shall be released to your new service provider if:

- such new service provider is able to accept such number;
- your account has been properly disconnected; and
- your account is completely current, including payment for all charges and applicable disconnection fees.

2.8 - Service Distinctions. The Service is not a telecommunications service and we provide it on a best efforts basis by reselling the communications services and facilities of Carriers. Events and circumstances beyond our control may affect the quality or availability of the Service, such as power outages, fluctuations in demand for Services or fluctuations in demand for internet or communications services or facilities, equipment malfunctions and software errors and problems in your underlying broadband service. Other things may affect Service, such as maintenance and repair, scheduled downtime, etc. Provider will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies or under applicable laws, rules or regulations.

2.9 - Ownership and Risk of Loss. Unless you agree to rent or lease the Device in a separate written instrument with Provider, upon the later of payment in full of the set-up fees or equipment fees specified in Service Order documents or upon delivery of the Device to Customer, Provider shall, and hereby does, sell, convey and transfer the Device to you “AS IS” and without warranty or representation of any kind or nature from Provider. However,

Provider shall, and hereby does, to the extent assignable, assign or transfer to you all applicable manufacturer warranties on the Device. From and after the date of shipment of the Device to you, you shall bear all risk of loss of, theft of, casualty to or damage to the Device.

2.10 - No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.11 - 911 Fees - State and/or local governments may assess fees on Provider to pay for emergency services in your community. Provider bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Provider is committed to supporting public safety services and resources in your State. At the time of this writing, Provider is not required to charge any 911 fees in addition to those which are already covered in the monthly service amount. However, Provider reserves the right to charge additional 911 fees as required by local, state, and federal ordinance.

3. LIMITATION OF LIABILITY – VOICE SERVICES

3.1 - Limitation of Liability. Neither Provider nor any Carrier will be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality, including but not limited to any delay, failure, interruption or degradation of Service that arises from or is related to any of the following:

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

Notwithstanding anything to the contrary in this Agreement, Provider’s aggregate liability under this Agreement shall not exceed the actual amount received by Provider on your account during the calendar month in which act, event or occurrence giving rise to such liability occurred. You acknowledge and agree that, but for such limitation of liability, we would not enter into this Agreement and you would not benefit from the pricing contained herein.