



### *Service Agreement - Terms and Conditions*

1. **Delivery of Service:** Dialog Telecommunications, Inc. (“DTI”) will deliver to Customer the services above (“Services”) according to the terms and conditions of this agreement (“Agreement”). DTI will deliver Services to the agreed upon demarcation point at the Customer’s location. Unless agreed otherwise, DTI will deliver services to the existing Local Exchange Carrier demarcation point. Delivery of service shall be subject to availability and to conditions beyond the control of DTI, including, but not limited to, the condition of Customer equipment and facilities, failures caused by connectivity or equipment at Customer premises, cable cuts, loss of power, local access restrictions, acts of third parties, or due to service limitations caused by equipment modifications, upgrades, relocations, repairs, and similar activity.
2. **Payment of Charges:** During the Original Term of this Agreement and any extensions thereof, Customer shall pay the Monthly Recurring Charges (MRC) and Non-Recurring charges (NRC) specified in this Agreement. The Charges shall be paid by Customer to DTI in monthly installments in accordance with the terms of the monthly billing invoices delivered by DTI.
3. **Term:** *12/36/60-month term agreements.* This Agreement shall commence and become effective on the date the Services are first provided to Customer by DTI and shall continue for an original term from the date the last Amendment for Services to this agreement. After the expiration of the Original Term or any successive terms, this Agreement shall automatically be renewed for successive one (1) year periods, unless either party gives written notice to the other, not less than thirty (30) days prior to the termination date of the original term (or successive term) of their intention to terminate this Agreement. If Customer properly terminates this agreement pursuant to paragraph 3, the effective billing end date will be on the next billing date for the Customer’s billing cycle following the actual disconnection of services.
4. **Past Due Balances.** If Customer has not made payment by the due date designated on Customer’s invoice, Customer will be subject to suspension, possible disconnection, and late fees.
5. **Taxes:** In no event shall DTI be liable for any taxes due by Customer. Customer agrees to defend, indemnify, and hold DTI harmless from all claims, demands or other liabilities arising under or related to the taxes owed by Customer for the Services.
6. **Disputes:** Should Customer, in good faith, dispute any of the monthly charges on any of the monthly invoices for Services, it shall notify DTI of the disputed charges immediately, and in no event later than sixty (60) days after the invoice date. The notice shall set forth in writing all details concerning the disputed charges. Any portion of the invoice not under dispute shall be paid according to the terms thereof. Each party shall use its respective best reasonable efforts to resolve any dispute as expeditiously as possible. After resolution of the dispute, the disputed portion of said invoice found owing shall be paid immediately.
7. **DTI Owned Equipment.** DTI Owned Equipment that is installed at the Customer location shall be under the care, custody, and control of the Customer at all times. Customer agrees that DTI shall retain all rights, title and interest to facilities and equipment installed by DTI and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Customer shall not alter, modify, or tamper with the equipment nor will Customer relocate the equipment. Customer shall pay for the full retail cost of the repair or replacement of any lost, stolen, un-returned, damaged, mortgaged, sold, transferred, leased, encumbered, or assigned equipment or part hereof, together with any costs incurred by DTI in obtaining or attempting to obtain possession of any such equipment. Upon disconnection of the Services, Customer agrees to return all such Equipment to DTI within fourteen (14) days. Equipment not returned after fourteen (14) days will be charged on Customer’s account.



8. **Customer-Owned CPE.** Customer is responsible for the installation, operation, and maintenance of Customer-Provided CPE used in connection with DTI Services. It is the Customer's responsibility to ensure that such Customer-Provided CPE is compatible with the Services and in compliance with applicable laws and regulations. Customer-Provided CPE connected to DTI's network must be approved by DTI prior to installation.
9. **Customer Default:** Failure by Customer to comply with any term or condition of this Agreement, including without limitation, the timely payment of the charges set forth in the monthly billing invoice received from DTI (subject to a good faith dispute by Customer as provided in Paragraph 6 of this Agreement) shall be an event of default. Upon an event of default by Customer, DTI may, in its sole discretion and upon five (5) days prior written notice to Customer, immediately terminate this Agreement, whereupon DTI will have no further obligations under this Agreement. Upon an event of default by Customer, customer shall immediately remit to DTI as liquidated damages the total monthly billing amount multiplied by the number of months remaining in the original term or any successive term in addition to any amount accrued and owing for Services provided prior to the termination date.
10. **Early Termination Liability:** Request by Customer to terminate Service or convert Service away from DTI prior to the expiration of the original term, or any successive term, of this agreement shall be an event of Default by Customer.
11. **Confidentiality:** Customer understands and agrees that the terms and conditions of this Agreement and all exhibits and documents referenced herein are confidential as between Customer and DTI and shall not be disclosed by Customer to any party other than the directors, officers, and employees of Customer or agents of Customer who have specifically agreed to nondisclosure of the terms and conditions hereof; provided that the terms and conditions of this Agreement may be disclosed to a third party not identified above if such disclosure is mandated by a final and un-appealable order of a governmental entity in the exercise of its lawful jurisdiction and DTI has, prior to the entry of such order, been given notice and full opportunity to contest said order. Violation by Customer of the foregoing provision shall be an event of Default by Customer. The remedies stated in this Paragraph are in addition to, and not exclusive of, all other remedies available at law or in equity.
12. **Disclaimer of Warranties:** DTI makes no warranties, express or implied, as to any DTI Services, related products, equipment, software, or documentation. DTI specifically disclaims and Customer waives all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or no infringement of third-party rights. Customer is relying solely upon its own knowledge of the requirements necessary for its intended uses.
13. **Disclaimer of Certain Damages:** DTI shall not be liable for any indirect, consequential, exemplary, special, incidental, or punitive damages, including without limitation loss of use or lost business, revenue, profits, or goodwill, arising in connection with this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if DTI knew or should have known the possibility of such damages.
14. **Indemnity:** Each party agrees to indemnify and hold the other party, and its agents, employees, affiliates, members, managers, officers, and representatives, harmless from and against any and all claims, losses, actions, damages, expenses, and all other liabilities, including (but not limited to) costs and attorneys' fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of the party, its agents, employees, affiliates, members, managers, officers, or representatives. The party seeking indemnification shall give reasonable notice to the other party of any such claim, loss, action, damage, expense, or other liability.



15. **Force Majeure:** If DTI's obligations under this Agreement are prevented or interfered with by reason of any fire, flood, epidemic, earthquake, or any other act of God, explosion, cable cut, strike or other dispute, riot or civil disturbance, war (whether declared or undeclared), armed conflict, acts of terrorism, any municipal ordinance, or state or federal law, governmental order or regulation, or order of any Court of competent jurisdiction, or other similar forces not within the control of DTI as the case may be, then DTI shall not be liable for its failure to perform such obligations hereunder for the limited duration of such force majeure.
16. **911 Service.** Emergency 911 services is a standard feature available to all DTI voice services customers. The service enables users to access an appropriate public safety answering point ("PSAP") by dialing 911. When 911 is dialed with DTI, the call will be routed to the appropriate PSAP if 911 service is available in that area, based on the billing telephone number primary service address assigned to the telephone number. The following scenario would affect your ability to complete a call to 911.
  - Loss of Electric Service.** Your DTI phone service is powered by electricity. In the event of an extended power outage, your DTI phone service, including access to 911 emergency services will not be available.
  - Non-Payment for Service.** Failure to make timely payment for your service may result in suspension or disconnection of dial tone and loss of 911 emergency service access.
  - Cordless Phones with loss of Electric Service.** No service is available when electrical power is disrupted to cordless phones.
17. **Assignment:** DTI may assign its rights and duties under this Agreement to any party at any time without notice to Customer.
18. **Illegality:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
19. **Waiver:** No term or provision of this Agreement shall be deemed waived, and no breach or event of default shall be deemed excused unless such a waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or an event of default by the other, whether express or implied shall constitute a consent to, waiver of, or excuse for, any different or subsequent breach or event of default.
20. **Entire Agreement:** This Agreement contains the entire agreement and understanding of the parties hereto and supersedes all prior statements, representations, understandings, or agreements of the parties with respect to the subject matter contained herein.
21. **Amendment:** This Agreement shall not be amended, changed, modified, terminated, or discharged in whole or in part, except by an instrument in writing duly executed by DTI and Customer or their respective successors or assigns. Any amendment modifying services in any way renews the current term agreement for 36 months.
22. **Choice of Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kentucky.
23. **Miscellaneous:** a facsimile of this Agreement will have the same effect as an original.

#### Customer Authorization

- **Customer authorization conveys with signature and acceptance of T&C's referring to [www.calldialog.com](http://www.calldialog.com) on order form:**



- I authorize DTI to provide the services described in the amendments to this agreement and to convert any specified telephone number(s) to DTI's service.
- I revoke any appointments of authority that I have given to any other service provider for these services and/or telephone numbers,
- I acknowledge that DTI has different calling areas, rates, and charges than my current telecommunications provider, and I am willing to be billed accordingly.
- I certify that I am at least 18 years of age and legally authorized to change providers for the services specified, and acknowledge that I have read, understand, and agree to all rates, terms, and conditions.

The Parties agree to be bound by the terms of this agreement including any Amendments that may be executed from time to time.