



Standard Service Agreement Terms and Conditions for Internet/Voice Bundle Transparent LAN Service (TLS) over Fiber

I. CONTRACT ORIGINATION AND SET UP:

1. All Monmouth Telecom Services are subject to availability and credit approval. The 1st month of service charges plus any one-time setup fees must be paid by the Customer upon customer signing of this contract and submission to Monmouth Telecom for acceptance. This payment may be deposited by Monmouth Telecom upon receipt of the contract, regardless of acceptance. Once this contract is accepted and signed by Monmouth Telecom this payment is not refundable. If Monmouth Telecom does not accept this contract this payment will be promptly refunded to the Customer. Payment will be in a form of check or bank draft payable to Monmouth Telecom.
2. The Customer understands that it is Verizon's responsibility only to bring a circuit to a minimum point of entry (as defined by Verizon) and further understands that the customer is responsible for providing wiring from Verizon's minimum point of entry to the location of its telephone system (Demarc extension).
3. Customer agrees to meet Verizon's site readiness requirements by the scheduled install date and allow Verizon access to install the TLS circuit. Customer acknowledges that failure to do so may result in Verizon assessing penalties of up to \$ 3,640.00 per circuit. In the event that Verizon does not install the TLS for any reason outside the control of Monmouth Telecom, the Customer agrees to pay all charges from Verizon including, but not limited to: Verizon cancellation fees, failed installation charges, and penalty fees. The Customer will reimburse Monmouth Telecom for these fees within 20 days of being invoiced by Monmouth Telecom.
4. Should the Customer fail to appear at any scheduled installation place and time or fail to provide access the Customer shall be liable for "no show" charges.
5. The Customer must allow Monmouth Telecom access to its premises to install equipment within 2 business days from Verizon installation and acceptance by Monmouth Telecom of the TLS circuit from Verizon. It is the Customer's responsibility to connect to Monmouth Telecom's equipment and to utilize the services once Monmouth Telecom's equipment is installed and is operational. The Customer understands that regular monthly billing by Monmouth Telecom for the **TLS Service** will commence immediately after Monmouth Telecom's acceptance of the circuit from Verizon.
6. Monmouth Telecom customers shall provide all necessary preparations required to comply with Monmouth Telecom installation, maintenance and operational specifications; and will be responsible for all the costs of relocation of services once installed by Monmouth Telecom and or its vendors. Customer will provide Monmouth Telecom and its communication services and equipment reasonable access to the Customer's premises to perform any acts required by this agreement
7. Monmouth Telecom will endeavor to schedule the port of the Customer's telephone numbers over to its system within 3 days after Verizon installation of the TLS. The port date set by Monmouth Telecom shall be fixed after consultation with the Customer and other Vendors and shall be a firm date. **If the Customer fails to participate in the port for any reason on the scheduled date or if the Customer wishes to postpone the port date past the specified time, the Customer understands that it is still responsible for full monthly charges.**
8. Monmouth Telecom will commence regular monthly billing in full for packaged services of the TLS Service to the customer immediately after Monmouth Telecom deems the Customer's circuit viable and accepts the circuit from Verizon. Monmouth Telecom will commence regular monthly billing for non-packaged services including transfer and internet to the customer immediately after Monmouth Telecom deems customer's circuit viable and accepts the circuit from Verizon. It is specifically understood that the Customer's responsibility for this billing is not dependent upon

its actual use of Monmouth Telecom's service and Customer may be responsible for billing from its prior telephone carrier as well as Monmouth Telecom until the Customer cancels its service with a prior carrier. It is the Customer's responsibility to terminate its service with its prior carrier in accordance with the terms of its contract and be responsible for any termination fees it incurs as a result. There is a \$50.00 minimum billing charge per month.

9. Voice service is provided under a tariff filed with the New Jersey Board of Public Utilities by Monmouth Telephone & Telegraph Corp., a subsidiary of Monmouth Telecom.
10. Monmouth Telecom services are only to be used for lawful purposes. Transmission or distribution of any material in violation of any applicable Federal or State laws and/or regulations is expressly prohibited. This extends to include, but is not limited to: Any copyrighted materials, materials or communications judged to be threatening or obscene, any material or communications prohibited by trade secret. As a customer of Monmouth Telecom and a user of our services, your company agrees to indemnify and to hold harmless Monmouth Telecom and Verizon from ANY and ALL claims resulting from the company's use of the service. Monmouth Telecom reserves the right to terminate service without notice should it receive complaints with respect to the Customer regarding:
 - A. Unwanted email or usenet news posts which reach an unacceptable level, in the sole opinion of Monmouth Telecom.
 - B. Using the service as a platform for hack attempts, port scanning, denial of service attacks or gaining unauthorized access to systems or networks.
11. DNS Modifications and additions will be done for one domain at no charge as part of this agreement. Monmouth Internet Corporation d/b/a Monmouth Telecom will include domain registration or transfer for one domain. Each additional domain will be charged the normal \$50.00 one-time setup fee.
12. Customer agrees to activate all contracted services with Monmouth Telecom within 30 days of Verizon's activation of the circuit. If the Customer fails to do so within 10 days of written request by Monmouth Telecom, Monmouth Telecom may at its sole discretion deem the Customer in default and terminate Monmouth Telecom's contractual obligation in which case the Customer shall pay an additional cancellation fee of \$1,500.00 per circuit in addition to all other penalties for cancellation or default set forth in this contract.

II. TERMS AND CONDITIONS OF USAGE:

1. Monmouth Telecom exercises no control whatsoever over the content of any information passing through it. Stated bandwidths apply only to the Customer to Monmouth Telecom router port attachment. No guarantee of end-to-end bandwidth on the Internet is made.
2. IP Space is readily available for a minimal charge in accordance with ARIN Guidelines (The American Registry for Internet Numbers). Customer guarantees use of 25% of requested IP space immediately and 50% of requested IP space within 6 months of assignment.
3. Monmouth Telecom reserves the right to change any unlimited plans to per-minute if the usage pattern is unusually high.
4. Title and property rights, including all intellectual property rights to services, are and shall remain with Monmouth Telecom whether or not they are embedded in any programming, software and/or hardware. The Customer recognizes that Monmouth Telecom's services, products, programming and software used hereunder constitute valuable trade secrets of Monmouth Telecom. The Customer will use its best efforts to protect and keep confidential any and all programming and software used by it and

shall never make any attempts to copy, examine, in any way alter, re-engineer, tamper with, or otherwise misuse such services, programs, hardware, etc.

5. All Hardware is the property of Monmouth Telecom. When the contract reaches maturity, all the hardware that Monmouth Telecom loaned the Customer must be returned by the customer to Monmouth Telecom in the same proper working condition that it was received, less normal wear and tear, unless the Customer renews their contract. If the Customer wishes to purchase the Hardware, it will be at the current retail price including Tax and all Handling Charges.
6. Use of Monmouth Telecom's TLS Services shall be subject to the Service Level Agreement that may be found under the following link:
www.monmouth.com/tos.htm

III. PAYMENT, CONTRACT RENEWAL AND TERMINATION:

1. The term shall be the period of time listed on the Service Agreement. Customer is responsible for the rates listed on the Service Agreement and all applicable local state and federal taxes, charges and assessments and other applicable charges.
2. Payment for services is due on receipt with the Customer's payment to be received by Monmouth Telecom no later than the last business day of the billing month or within 20 days of transmission of electronic notification that the invoice is available on Monmouth Telecom's website, whichever is earlier. In addition, the Customer will be subject to a finance charge of 1.5% per month on late payments. An act of default accelerates payments to be due at once, and any type of credit is no longer extended. If service is subject to interruption, the balance of the Customer's account will accrue interest at a rate of 1.5% per month. In the event that Monmouth Telecom finds it necessary to send an account to an outside agency or to an attorney's office due to the delinquent status of the account, a fee of 30% will be added to the balance due. If Monmouth Telecom has to institute suit in a court of law to recover any monies due under its contract, the Customer shall pay all fees and court costs in addition to the attorney's fee mentioned above. If the Customer raises any counterclaims to the collection action or files any separate actions or appeals that are later dismissed by the court, the Customer shall pay in addition all legal fees incurred by Monmouth Telecom in defending the counterclaim, lawsuit, or appeal. Late payments will still accrue interest at 1.5% per month of the unpaid balance until the account is paid in full. This policy will be strictly enforced.
3. In the event that the Customer fails to pay its bill by the end of the billing month, Monmouth Telecom may send the Customer an Interruption of Service Notice. If Customer still fails to pay its bill by the date specified in the Notice (normally 24 to 48 hours) Monmouth Telecom may interrupt service. If the Customer requests to be reactivated within 5 days after deactivation, all outstanding charges including a restoration fee of \$500.00 will be due in advance. After the 5th day of Monmouth Telecom Service deactivation, the circuit portion of the service will be disconnected. Reactivation after the circuit has been disconnected could take up to 60 days and will require that the customer pays all overdue charges plus a restoration fee of \$2,000.00 in advance. The Customer will remain responsible for all charges, including all sales, use taxes, and duties or levies on products and services during the period of disconnection.
4. All bills are presumed accurate and shall be binding on the customer unless written notice of the disputed charge(s) is received in writing within 30 days, commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business. Written Notification can be sent via email to accting@monmouth.com or faxed to 732-704-1180. The undisputed portions of the bill must be paid upon receipt of the invoice and a copy of the written dispute notification must accompany payment.
5. Monmouth Telecom will make a good faith effort to respond to all billing disputes within 30 days of receipt. Should Monmouth Telecom deny a dispute filed by the

customer, the customer shall have 10 business days by which to pay the disputed amount(s).

Should the disputed amounts in any 2 consecutive months exceed 25% of invoiced charges, the customer shall be required in each succeeding month to pay upon receipt of the invoice the greater of all undisputed charges or 75% of the total charges invoiced in that month, pending the final resolution of the disputed amounts by Monmouth Telecom as set forth above.

6. The Customer is liable for all outbound calls made on its telephone system whether authorized, unauthorized, or fraudulent. It is the Customer's responsibility to protect its telephone system and/or PBX System from security violations and unauthorized use and the Customer must pay for all calls made through its telephone system. The Customer is encouraged to protect itself from potential abuses by utilizing Monmouth Telecom's available features of international call blocking and account codes; however, these services are offered by way of assistance only, and cannot provide 100% protection against fraud and security penetrations for which the Customer will remain responsible. The Customer's PBX or other telephone system provider may be able to provide additional assistance to secure the system.
7. Upon default by the Customer, Monmouth Telecom will reclaim hardware and/or software it owns. In this case the Customer will provide full and free access to the hardware and/or software. Monmouth Telecom will retain all payments made hereunder, and recover charges and costs owed by the Monmouth Telecom customer.
8. During the contractual year, the number of lines or bandwidth cannot be decreased. There is no termination charge when a customer upgrades to a higher level of service.
9. New Build: A "New Build" is a site to which service originates or terminates and to which Verizon must build or construct new facilities or equipment in order to provide service. New Build installation may require a Complete Site Survey, Municipal permits, Right-of-Way Pole licensing, Landlord Consent, Facility/Property Access, and other conditions which may be outside of Monmouth Telecom's or Verizon's control. Customer shall reimburse Monmouth Telecom for all reasonable direct costs incurred by Monmouth Telecom prior to Customer service installation including any Network extensions charges.
10. Monmouth Telecom reserves the right to change its rates and otherwise modify these Terms and Conditions by notifying the Customer 30 days in advance of the effective date of such changes. If the Customer does not agree to pay such rate increase, the Customer can terminate this agreement within 30 days of written notice without penalty or termination charges whether or not the agreement is a long term contract.
11. All contracts are non-cancelable until they reach maturity.
12. The contract when it reaches maturity shall automatically renew for a **period equal to the initial contract term** and shall continue to renew automatically under the same terms and conditions as specified herein in this Contract. Upon renewal the Customer shall be liable for damages for default or early cancellation of the contract for the full length of the renewal term as set forth in Section III Paragraph 15 with the first year of the renewal contract being considered the first year of the contract term.
13. This contract may only be cancelled by the Customer giving a written cancellation notice at least **60** days before the contract maturity date. The only form of cancellation notice that shall be effective is written notice on company letterhead, signed by an officer or principal of the company, and sent via certified mail, return receipt requested.
14. **The TLS Service is specific to a particular physical location and cannot be moved.** If the Customer moves physical location it is considered a cancellation of the contract and the Customer is liable for all damages for default or cancellation as set forth below.
15. The parties agree that damages in the event of default or early cancellation of the contract cannot be readily determined. This is because costs incurred by Monmouth Telecom, initial setup fees paid to others by Monmouth Telecom, and cancellation

charges from Verizon and other service providers cannot be easily separated out and assigned to individual customer accounts. The parties therefore agree that the following liquidated damages are fair and reasonable under these circumstances:

- A. In the event the Customer cancels or defaults upon a contract then the Customer shall pay damages to Monmouth Telecom as follows:
 - 100% of all monthly charges for the first year.
 - 75% of all monthly charges for the second year.
 - 50% of all monthly charges for the third or subsequent years.
- B. In the event the Customer cancels or defaults upon a renewal contract then the first year of the renewal shall be considered the first year of the contract for the purposes of calculating damages.
- C. Upon default or cancellation all monthly charges through the end of the contract term are accelerated and are due immediately.
- D. In return for this liquidated damage payment, Monmouth Telecom is waiving its collection of profit on the minutes it was entitled to and which were calculated into the original costs of initiating service to the customer.
- E. The Customer is also responsible for 100% of any termination liability, payable to the third parties, resulting from contract termination.
- F. The parties agree that Monmouth Telecom incurs certain costs in initiating a contract regardless of whether services commence. The parties agree that in the event the Customer cancels the contract before the commencement of service it shall pay to Monmouth Telecom liquidated damages in the amount of \$1500.00 per circuit plus the current price of all hardware unless it is returned to Monmouth Telecom within 10 days.
- G. In the event the Customer cancels this Contract prior to actual Verizon Installation then instead of the damages set forth in Paragraphs A, B, and C, above, the Customer is responsible for 100% of any termination liability that Monmouth Telecom is responsible for to Verizon plus 20% as handling charges.

16. In the event that Monmouth Telecom receives a port out request on behalf of the customer effective prior to the expiration of this contract or any renewal periods, the following events shall be deemed to take place:
 - A. The port out request shall be considered an early termination of this contract and the customer shall be considered to be in default.
 - B. All provisions of Paragraph 15 of this Section III will apply.
 - C. Customer's circuit is subject to disconnection at any time.
17. In the event that Monmouth Telecom receives a port out request on behalf of a customer who has provided proper notice pursuant to Paragraph 13 of this Section III, then the Customer shall be responsible for payment for a minimum period of 30 days after the effective date of the cancellation, however, the circuit is subject to disconnection at any time after the effective date of the cancellation.
18. In the event this Order is placed by an existing Customer and is an Order for an additional circuit then these Terms and Conditions shall replace those for the original service and the contract end date for the original service shall be extended to the contract end date for the new circuit. This is so the Customer shall have only one end of service date with Monmouth Telecom.
19. If the Customer has more than one account or more than one service agreement with Monmouth Telecom, and fails to pay any one bill by the end of the month, or defaults on any service agreement, then all of the Customer's accounts are deemed to be in default and all accounts are subject to the termination provisions and interruption of service provisions set forth in these Terms and Conditions.
20. An act of Customer default includes but is not limited to: failure to pay bill within 30-days of billing date, Monmouth Telecom's receipt of a request to port before the expiration of the contract term or renewal term, and any other violation of the Terms and Conditions of this agreement.

21. In the event of Customer default Monmouth Telecom may at its election give written notice by mail, fax, or email of the default. Upon Customer's act of default all charges set forth as liquidated damages in Section III paragraph 15 shall immediately become due and payable. Monmouth Telecom may at its election suspend all service to customer 24 hours after providing notice of default. A notice of suspension shall be considered a notice of default under this contract.

IV. LIMITATIONS OF LIABILITY:

1. Monmouth Telecom is not responsible for any damages you or your business suffers. Monmouth Telecom makes no warranties of any kind, express or implied for services we provide or to be provided. Monmouth Telecom specifically disclaims any and all implied warranties, including without limitation: any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of third-party rights, or any warranties arising from a course of dealing, usage or trade practice. This includes loss of data or loss of voice and/or data services resulting from delays, non-deliveries, wrong deliveries, and any and all service interruptions for whatever reason whether caused by Monmouth Telecom, its employees, or by yourself or any third parties. This includes both negligent and intentional acts and/or omissions by Monmouth Telecom or any other party. Monmouth Telecom is not responsible for any direct or consequential damages whatsoever arising out of the provision of services.
2. Any and all information obtained from Monmouth Telecom public and/or private data network services is at your own risk.
3. Physical Equipment and/or Software products that are not provided by Monmouth Telecom are the responsibility of the Customer as the limits of the law allows for. Monmouth Telecom will not be responsible for the installation and/or service on equipment and/or software that was not provided by Monmouth Telecom. The Customer is responsible for the use and compatibility of hardware and software not provided by Monmouth Telecom. In the event that the customer uses hardware and software that impairs the customer's use of Monmouth Telecom services, the customer shall nonetheless be liable for regular payments to Monmouth Telecom. Upon notice from Monmouth Telecom that the hardware and/or software not provided by Monmouth Telecom is causing, or, in the sole opinion of Monmouth Telecom, is likely to cause hazard, interference or service obstruction, the customer shall eliminate the hazard, interference or service obstruction at once. The Customer will, if necessary, pay Monmouth Telecom to troubleshoot problems caused by such equipment and/or software not provided by Monmouth Telecom. Monmouth Telecom will not be responsible if any changes in hardware, software or service cause equipment not provided by Monmouth Telecom to become obsolete, require modification or alteration, or in any other way affect the total performance of Monmouth Telecom on an end-to-end basis and protect the Monmouth Telecom backbone network and those networks attached to the Monmouth Telecom network. In the case of customer-owned hardware and/or software connected to the Monmouth Telecom network the Customer is totally responsible for any and all service to that equipment. Monmouth Telecom, at its option, can supply technical services in the form of consulting and/or service to Monmouth Telecom customers at their request. Such services are billed out at rates set on the Monmouth Telecom pricing sheet and/or at rates that are in effect at the time such services are requested. Monmouth Telecom has the right to refuse any such technical services at its sole option.
4. As a Monmouth Telecom customer you may not sell, assign or transfer your service order without the prior written consent of Monmouth Telecom. Monmouth Telecom may at anytime sell, assign or transfer this agreement with written notice. Monmouth Telecom will not be responsible for performance of its obligations hereunder when delayed or hindered by war, riots, embargoes, strikes or acts of its vendors and suppliers, concealed acts of workmen (whether of Monmouth Telecom or others), or

accidents. Monmouth Telecom will attempt to notify customers in the event of any of the foregoing occurrences. Should such occurrence continue on for more than 30 days, Monmouth Telecom or its customers may cancel service for the affected services and/or products with no further liability.

5. The provision of Monmouth Telecom services and/or products is subject to Monmouth Telecom continuing approval of customer credit-worthiness.
6. Any legal action arising out of failure, malfunction or defects in Monmouth Telecom services or goods shall be brought within a period of one year of the occurrence or is deemed waived.
7. Monmouth Telecom shall not be liable, either in contract or in tort, for protection from unauthorized access of its customer's transmission facilities or customer owned premise equipment, or for unauthorized access to or alteration, theft or destruction of a customer's data files, programs or information through accident, fraudulent means or devices, or any other method, even should such access occur as a result of Monmouth Telecom negligence. Monmouth Telecom shall not be in any way responsible for claims or damages caused by a customer, through fault, negligence or failure to perform customer's responsibilities, claims against a customer by any other party; any act or omission of any party furnishing services and/or products; or for the installation and/or removal of any and all equipment supplied by any service provider or Monmouth Telecom. The Customer shall indemnify and hold harmless Monmouth Telecom and Verizon from any and all claims brought against Monmouth Telecom as a result of the Customer's acts or omissions.
8. Customer agrees to hold harmless and indemnify Monmouth Telecom and Verizon from any and all claims for damages to itself, its employees or agents, or brought by third parties as a result of this contract and agrees not to bring any such claims against either Monmouth Telecom or Verizon.

V. GENERAL TERMS:

1. No agent, employee, or representative of Monmouth Telecom has the authority to bind the parties to any representation or warranty unless such is specifically included in these terms and conditions, the Monmouth Telecom order form, or a written amendment thereto. All notices to parties of disputes arising under this Agreement shall be sent by certified mail to the parties addressed as shown on their most recent service order.

2. When you as a company and/or an individual sign the Monmouth Telecom services, this constitutes acceptance of these Terms and Conditions. The parties hereto agree that this agreement constitutes and expresses the whole agreement of the parties. No alterations or variations of this agreement shall be valid unless made in writing, dated, and signed by both parties. The parties agree that this is the entire agreement and that it supersedes any and all verbal or written agreements that have been made previously.
3. This agreement shall be governed under the Laws of the State of New Jersey. The parties agree that any legal actions involving this contract shall be brought by way of arbitration proceedings and shall be venued within Monmouth County, New Jersey. The Arbitration shall be under the rules and regulations of the American Arbitration Association and the results of any such arbitration shall be binding and enforceable in any court of competent jurisdiction.
4. Customer hereby authorizes Monmouth Telecom to contact its pre-existing carrier(s) and inquire about information regarding the Customer Company named below.
5. Voice Service is provided through Monmouth Telephone & Telegraph Inc., a subsidiary of Monmouth Telecom, and is provided in accordance with the provisions of Monmouth Telephone & Telegraph's tariff filed with the New Jersey Board of Public Utilities.
6. Customer understands it is responsible for any and all calls made through this service.
7. The Customer has read and understands the Terms and Conditions of this Agreement.
8. Section Titles herein are for reference only and have no legal significance.
9. The Customer acknowledges that Monmouth Telecom complies with applicable customer privacy requirements, including federal and state laws concerning the protection, use, and disclosure of customer proprietary network information ("CPNI")
10. These Terms and Conditions hereby supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of ANY and ALL orders submitted
11. This contract shall become a binding legal agreement upon execution by both parties.
12. These Terms and Conditions are subject to amendment without notice. The most recent version of these Terms and Conditions can be found at www.monmouth.com/termsandconditions.html

The Customer has read and understands the Terms and Conditions of this Agreement.

Accepted By: _____
Print name & Title Signature Date

CUSTOMER: _____
Print Company Name

Authorized Representative
Of Monmouth Telecom: _____
Print name & Title Signature Date