

Revised 2017.10.25

T3 Communications, Inc. provides services under the below Terms and Conditions

Should you have any questions about our Terms and Conditions, please contact us at:

239.333.0000 in Fort Myers

239.325.3000 in Naples

877.333.8126 Toll Free

Email: info@t3com.net

### **T3 CUSTOMER SERVICE AGREEMENT**

This Customer Service Agreement (hereinafter called Customer Service Agreement or Agreement) is made effective \_\_\_\_\_ day of \_\_\_\_\_ 201\_ by T3 Communications, Inc. (hereinafter called T3 or Company).

Whereas Customer is desirous of having Company provide services to Customer;

Whereas Company is desirous of accommodating Customer's request and agrees to provide services under the below Terms and Conditions and any and all Service Orders (hereinafter called Service Order or SO) which are subsequently executed by the parties;

#### **1. GENERAL PROVISIONS:**

1.1 The Service Order between Company and customer sets forth current specific unit pricing. Pricing excludes state and federal taxes, regulatory fees, and surcharges. Unit Pricing is subject to change by Company on 30 days' notice to customer.

1.2 Company has the right to cancel this Agreement or a Service Order ("SO") within 45 days after the date of commencement of this Agreement or applicable SO, for any reason including but not limited to the Company making a determination that service(s) cannot be provided economically to customer or for technical reasons, including but not limited to: a technically acceptable transmission facility to customer's premises is unavailable; adequate capacity to provide the service is unavailable; acceptable transmission speed cannot be achieved after technical due diligence has been performed by the Company; or customer's premises are located an excessive distance from Company's switching facilities.

#### **2. SERVICE ORDER:**

2.1 The Service Order(s) which incorporate this Customer Service Agreement sets forth the following: (1) a list of the initial services ordered by customer and provided to customer by T3, including rates and prices for such services, and (2) the method provided to customer for a

convenient method by which customer may affect changes, additions, or deletions to service at customer location(s).

2.2 The T3 "Process" (set forth on Exhibit A attached and incorporated, is designed to provide the customer electing to use this T3 Customer Service Agreement with a convenient method to order and to implement changes, additions, or deletions to service at its location(s). The T3 Process does not apply to initial orders of service, which require customer to also execute the customer Service Agreement; rather, the T3 Process applies only to changes, additions, or deletions to service by customer. The T3 Process has the following distinct steps for implementation and usage by customer:

1. Customer may order changes, additions, or deletions to its service, as stated in the T3 Customer Service Agreement and current Service Order(s) for the specified changes, additions, or deletions to its service. All Service Orders pursuant to this T3 Customer Service Agreement reflect the complete services provided to customer, including the confirmed changes, additions, or deletions to customer's service.
2. Changes, additions, or deletions to customer's service made using the T3 Process described in Paragraph 2.1 shall constitute a binding amendment to this T3 Customer Service Agreement
3. Customer cannot use the T3 Process described in this paragraph to disconnect all services at all locations. Disconnection by customer of all services at all locations will proceed using T3's normal disconnection process.
4. RATES AND CHARGES:

3.1 The rates and charges, including both recurring and non-recurring charges, for the individual services that comprise the complete package of services ordered by customer can be found in this Agreement or the Service Order

3.2 Non-recurring charges apply as listed in the applicable SO and may be billed after the execution date of the Service Order ("SO Date"). Recurring monthly charges for each individual service that comprises the customer's complete package of services shall apply upon service availability. Delays in service turn up due to customer action or request must be approved by T3. If such delays are not approved, then T3 may commence billing recurring monthly charges five (5) days after the date T3 determines in its sole discretion that service would have otherwise been available.

3.3 A minimum monthly charge shall be due and payable for the term of this Agreement, or until all services ordered by customer are completely disconnected pursuant to Company's normal disconnection process, whichever event occurs first in time. The minimum monthly charge shall be eighty-five (85) percent of the highest total monthly recurring charges for all services being provided by Company to customer during any one month under this CUSTOMER SERVICE AGREEMENT. The complete disconnection of all services ordered by customer will constitute a Cancellation of Services, for which the Cancellation Fee may apply.

#### 4. TERM AND PAYMENT:

#### 4.1 TERM.

The Term of this shall commence on the installation date and shall remain in effect as long as services are provided under this Customer Service Agreement. The term for individual services purchased under this Customer Service Agreement shall begin upon the installation date and expire the later on the term number of years on the Service Order or at the end of any subsequent renewal term. On the initial and any subsequent expiration dates, each Service Order term will renew automatically for a period of one (1) year unless a different Service Order term is specified in writing or either party gives written notice to the other party at least thirty (30) days prior to the expiration of the then existing Service Order term that it elects not to auto-renew, obligations under this Agreement. In the event company is ordered to terminate or modify, or amend this Customer Service Agreement by a final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for Company to carry out its obligations under this Agreement and all related SOs then company may terminate this Customer Service Agreement and all related SOs

#### 4.2 FEES AND PAYMENT SCHEDULE.

The fees and payment schedule for the services are set forth on Exhibit A attached and incorporated. Rates shall be fixed for the initial term and during each subsequent renewal term, but may be increased at Company's unfettered discretion before any renewal term with forty-five (45) days written notice to customer. Payment on invoiced charges, including taxes, assessments and other governmental charges levied or assessed in connection with the services provided hereunder, are due within twenty (20) days of the invoice date. Balances which remain unpaid more than twenty (20) days from the invoice date shall be deemed past due and shall be subject to late charges of 1-1/2% per month, or the highest rate allowed by law, whichever is less. customer shall be liable for all costs incurred in collection of past due balances including but not limited to collection fees, attorneys' fees both pre-litigation and litigation, filing fees and court costs.

4.3 TAXES. customer agrees that, during the existence of this Customer Service Agreement, in addition to any other payments, customer will promptly pay all taxes, assessments and other governmental charges levied or assessed in connection with the services provided hereunder, and will promptly pay or reimburse the company for all taxes, assessments and other governmental charges.

#### 4.4 AUTHORIZED CONTACT PERSON.

customer shall designate in writing one or more Authorized Contact Person(s) for the Service Order and this Customer Service Agreement who shall be the Company's sole point of contact for customer.

#### 5 WARRANTIES AND LIMITATIONS OF LIABILITY:

5.1 Company makes no warranty, expressed or implied, including but not limited to, any warranty of fitness for a particular purpose or use, or any warranty of merchantability with

respect to services or products furnished hereunder, all such warranties being specifically disclaimed by company.

5.2 In no event shall T3 be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this agreement incurred or suffered by customer or any third party, even if the other party or any other person has been advised of the possibility of damages.

5.3 In the event of a service outage, not caused by customer, customer is entitled to a pro-rata credit for monthly charges based on the duration of the outage and a 30-day billing period.

5.4 Except for personal injury caused by company's gross negligence or willful misconduct, the entire liability of company and its affiliates for any damage or expense from any cause whatsoever shall in no event exceed the monthly reoccurring charge of the product or service which directly gives rise to the claim.

5.5 No action or proceeding against company or its affiliates may be commenced more than twenty-four months after the claim arises.

5.6 THIS SECTION SHALL SURVIVE TERMINATION OF THE SERVICE ORDER and this T3 CUSTOMER SERVICE AGREEMENT.

## 6. FORCE MAJEURE.

company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from matters beyond company's control, including, without limitation, fire, explosion, terrorism, accident, flood, labor trouble or stoppage, any regulation, rule or act promulgated by any governmental agency, inability to obtain or shortage of suitable software, material, components, parts, equipment, machinery, fuel, power, transportation, acts of God, or any other causes beyond company's control.

## 7. CANCELLATION OF SERVICES AND CANCELLATION FEE.

If customer chooses to elect a term commitment to receive additional discounts from T3 and terminates their service(s) prior to the end of the term, then the customer will be billed an early termination penalty. The termination penalty shall be equal to the number of months remaining in the initial term multiplied by the monthly recurring charge, plus a \$200 handling fee. This early termination charge shall be billed following the termination of services with T3. In the event customer relocates their place of business, and the customer utilizes T3's services at the new location, the Cancellation Fee will not apply; however, appropriate Installation and Service Order fees pertinent to the new location will apply.

## 8. APPLICABLE LAW AND VENUE

This Agreement shall be governed and interpreted according to the laws of the State of Florida. The parties agree that all actions with respect to this Agreement shall be filed in the Common Pleas Court of Lee County, Florida.

## 9. CUSTOMER DEFAULT AND COMPANY RIGHTS AND REMEDIES

9.1 In addition to cancellation pursuant to Paragraph 7 of this Customer Service Agreement shall terminate as provided in this Paragraph 9. If either party (the "Offending Party") shall (i) breach one or more of its obligations hereunder without correcting the same within 30 days of written notice from the other party specifying the nature thereof, or (ii) shall apply for, consent to or suffer the appointment of a receiver, trustee, custodian or liquidator of all or any substantial part of its assets, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall file a petition or answer seeking, or admitting or shall otherwise take advantage of bankruptcy, reorganization or other relief under applicable bankruptcy law, then this shall be considered to be an "Event of Default" by such Offending Party.

9.2 If customer shall at any time be in default in the payment of rates and charges or other sums of money required to be paid by customer, or be in default in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of the Customer Service Agreement or SO and customer shall fail to remedy such default within ten (10) days after receipt of such default or if customer shall become insolvent or make an assignment for the benefit of creditors, or if a receiver or trustee of customer's property shall be appointed, or if proceedings under any chapter of the Bankruptcy Act shall be instituted by or against customer and shall not be dismissed by the Court within sixty (60) days after such filing, or if any event shall happen which, aside from this provision, company in addition to all other remedies given to Company in law or in equity may by written notice to customer terminate this Customer Service Agreement and customer shall be liable for all unpaid rates and charges through the date of termination together with the Termination Charges set forth in this Customer Service Agreement.

9.3 In the event of a default by customer of any of the terms, provisions, covenants, and conditions, of this CUSTOMER SERVICE AGREEMENT. Company shall have the right to invoice any remedy permitted to Company in law or in equity. No termination of the Customer Service Agreement shall deprive Company of any of its remedies or actions against customer and customer shall remain liable for all past or future rates and charges set forth in the Customer Service Agreement.

9.4 The parties agree that, if Company is required to bring suit, for the recovery of rates, or for any other charges due under the provisions of this Customer Service Agreement or because of the breach of any other covenant herein contained on the part of customer to be kept or performed, Company will necessarily incur certain expense, including attorney fees, which would, unless otherwise provided for herein, diminish Company's profit and thereby deprive Company of the benefit of the bargain Company and customer freely negotiated within this agreement. Therefore, customer hereby agrees to indemnify and hold Company harmless, for any such expenses reasonably incurred by Company, including reasonable attorney fees, in the event Company is required to bring suit against customer, as above described, for customer's

failure to abide by its duties and obligations under this Customer Service Agreement and or any SO.

9.5 All rights and remedies provided herein or otherwise existing at law or in equity are cumulative and concurrent. The exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

#### 10. SEVERABILITY.

In the event, any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if such an unenforceable provision or provisions had never been included in this Agreement.

#### 11. WAIVER.

The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

#### 12. SUCCESSORS AND ASSIGNS.

Customer may not assign this Agreement without the express written consent of Company. Assignment of this Agreement shall not release customer from liability hereunder and the terms and conditions of this Agreement shall be binding upon the successors and assigns of the parties hereto.

#### 13. COMPLIANCE WITH APPLICABLE LAWS.

Each party agrees to comply with all laws, rules and regulations applicable to the performance of its obligations hereunder. Without limiting the generality of the foregoing, the customer will have responsibility for ensuring that, except in respect to work performed hereunder by Company, or Company subcontractors or agents; the premises meet all applicable codes or other laws. Customer agrees to promptly correct any noncompliance with applicable codes and other laws if such noncompliance in any way prevents Company from performing under this Agreement. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Rules and Regulations of the FCC, Company's applicable tariffs and price lists, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body.

#### 14. SERVICE CHANGES AND FAILURE.

(A) In the event that customer changes its wiring and/or terminating equipment so as to require the redesign of the service(s), customer shall pay all costs and expenses incurred by Company for

the change in service(s). In the event that customer desires to change the requested service install date on a SO after acceptance by Company, customer may delay the requested install date up to five (5) business days at no charge by providing Company with five (5) business days' notice prior to the requested install date. In the event customer desires to change the requested install date on less than five (5) business days' notice or in the event that Customer changes such date more than once, customer shall pay a charge of \$100.00 for each such or additional change.

(B) In the event that service fails (i) as a result of customer provided wiring or equipment; provided, that, such failure is not caused by the gross negligence or willful misconduct of Company; (ii) due to equipment or wiring that has been subjected to customer's, or any other third party's misuse, neglect, accident, unauthorized modification, or to uses in violation of instructions furnished by Company or the manufacturer; or (iii) due to equipment in which the serial number has been removed or altered, then Company shall have no liability to customer for such failure of telecommunications service.

#### 15. CREDIT REVIEW.

Company reserves the right to require customer to make a deposit, or provide a letter of credit satisfactory to Company, in the event (i) customer is a new account and has no credit history or a credit history which is deemed unsatisfactory by Company; (ii) customer's account is past due two (2) or more consecutive months; or, (iii) customer indicates an unwillingness or inability to make timely payments to Company. By entering into this Agreement, customer authorizes Company to make inquiries regarding the credit worthiness of the customer by, among other things, making inquiries to any and all credit reporting bureaus or agencies. In the event that customer fails to provide Company with the required deposit or letter of credit within five days of written notification to do so, or in the event that customer makes an assignment for the benefit of creditors, files a petition for bankruptcy or generally cannot pay its debts as they become due, Company shall have the right to terminate all services and this Agreement upon five (5) days prior written notice to customer. Upon such termination, the Company shall be entitled to all payments due from customer under this Customer Service Agreement and all SOs. Termination of this Agreement shall not relieve customer of any unfulfilled obligations created hereunder, unless agreed to in writing by the Company.

#### 16. CUSTOMER'S RESPONSIBILITIES.

Customer, at customer's own expense, shall be responsible for all charges relating in any way to the provision of the services, including, without limitation, charges arising from misuse, abuse or fraudulent access to the services. Customer shall not use the services or permit any use of the Services which is illegal, unlawful, or harassing. Customer must maintain reasonable security procedures and standards with respect to customer's equipment that interfaces with the Services. Customer will cooperate with T3 and associated third parties in the provision of service(s). Equipment provided by Company is the property of Company and must be returned in the event of termination of services. Customer must provide Company with 30 days written notification of any moves requiring Company equipment relocation. Customer hereby agrees to indemnify the Company and its affiliates against any liabilities incurred by them to any third party as a result of the customer's use of the service(s). In the event Customer notifies Company of suspected

service failure, which constitutes Company providing a service call to customer's premise, with the ensuing results being determined as not related to Company's service or equipment, Company shall at its discretion render invoiced charges to Customer pursuant to applicable standard rate.

#### 17. GENERAL.

(A) The service(s) shall not be used for any illegal or unlawful purpose, sending unsolicited bulk email, or maintaining an open mail relay. Violation may result in suspension of the dedicated internet services or account access by customer. (B) All provisions of Company's applicable tariffs, if any, are incorporated herein by this reference. (C) Company reserves the right to make modifications and improvements in the services or to change rates, terms and conditions of the Services. (D) Broadband Internet usage is limited to the primary customer only, and may not be resold or shared, except within Customer's organization. Any other use is considered a breach of contract subject to cancellation terms as specified in Item 7.

#### 18. ENTIRE AGREEMENT.

This Agreement, together with any Addenda, Exhibits, SOs, or Schedules attached hereto, or to be attached in the future, or and Amendments attached hereto, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the services described herein and therein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Company shall not be bound by any agents' or employees' representations, promises or inducements not set forth herein.

#### 19. NETWORK EQUIPMENT

In order to receive services from T3, Network Equipment owned by T3 may be installed by T3. Customer agrees that they have not purchased this Network Equipment and it must be returned to T3 upon termination of services. Customer is responsible for the loss or damage to the Network Equipment that has been installed from T3. Customer has no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter, or tamper with the Network Equipment at any time. Network Equipment is to be solely used for the provision of T3 services to Customer and may not be used for any other purpose. T3 is not responsible for any special, incidental, or consequential damages relating to the Network Equipment provided to Customer. In the event that the Network Equipment becomes inoperative, Customer shall contact T3 immediately. Upon termination of services, arrangements will be made for T3 personnel to uninstall the Network Equipment and remove it from the Customer's premise. In the event that the Network Equipment is not returned in good working order, Customer will be charged replacement value for each item of the Network Equipment not returned in good working order.

#### 20. OTHER EQUIPMENT

Customer may purchase or rent equipment from T3 in order to use certain service(s). Purchased equipment will be covered by manufacturer's warranty, if any, and no other warranties are



expressed or implied. Customer agrees that any rented equipment is the property of T3. Customer has no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter, or tamper with rented equipment at any time. Rented equipment is to be solely used for the provision of T3 Services to Customer and may not be used for any other purpose. T3 is not responsible for any special, incidental, or consequential damages related to Customer's use of rented equipment. Customer agrees it is responsible for maintaining rented equipment in good working order and at the termination of service(s) Customer must return rented equipment in good working order. In the event, any rented equipment becomes inoperative, Customer agrees to contact T3 immediately. T3 will inspect the inoperative rented equipment and if in T3's sole discretion, the rented equipment is inoperative due to normal wear and tear or defect, T3 will replace the inoperative equipment with similar equipment. Customer will be charged replacement value for each such item that is otherwise damaged, not maintained, or not returned in good working order. Upon termination of T3 services, arrangements will be made for T3 personnel to uninstall rented equipment and remove it from the Customer's premise.

#### 21. EXPEDITE FEE

If an expedite fee is included with this contract, and if T3 fails to deliver a tested circuit within ten business days from contract acceptance date, T3 will waive the expedite fee.

#### 22. CIRCUIT ENGINEERING

If circuit engineering and deployment does not meet or exceed T3's standards for acceptable use, T3 reserves the right to nullify the Service Order without damages.

#### 23. BILLABLE SERVICES

Customer understands that if no construction is required T3 expects to provide billable services, at the above rates, within 30 days of the contract date.

#### 24. BILLING CYCLE

Customer understands that T3 begins to incur substantial circuit costs immediately upon the successful testing of the circuit and therefore T3 will commence the billing cycle 5 days after successful testing, regardless of the ability of the customer's voice and/or data vendors to provide their coordinated services in a timely fashion.

#### 25. EXPEDITED ORDER

If Customer elects expedited circuit delivery and therefore agrees to pay for expedited circuits (as indicated above), T3 will not charge the expedite fee if T3 fails to provide services by the agreed-upon date.

#### 26. NON BUNDLED DOMESTIC LONG-DISTANCE RATES

All non-bundled LD minutes will be billed at T3 standard rates. Outbound: (Interstate/Intrastate; 0.049/0.069) Inbound: (Interstate/Intrastate; 0.069/0.089) Customer is responsible for all toll charges to or from their location. SIP trunk domestic LD rates (.04/.02 intra/inter)

#### 27. TERM DATE

Customer understands that the term of the contract will commence on the return of T3 Customer Acceptance Notification. The full term of the contract for services will then be in effect as is detailed by the Terms and Conditions of the contract.

#### 28. FIBER OPTIC INSTALLATIONS

On all Fiber Optic Installations Customer will provide rack space, and power free of charge, along with clear conduit access from the property line of to Customer's Demarc within the buildings. AC power provided by be the Customer must be UPS backed-Additional Charges may apply

#### 29. THIRD PARTY OBLIGATIONS

T3 is not responsible for customer third party obligations and commitments.

#### 30. QUALITY OF SERVICE

T3 Communications is able to control the quality and performance of its telephone services when the service resides on our network. However, when using our telephones with Internet services from another provider, quality and performance may suffer due to factors beyond our control including the Internet provider, network congestions and the local network you use to connect the phone to the Internet. Thus, T3 is unable to guarantee performance of any connectivity outside of our network.

#### 31. (911) DISCLOSURE

911 services are provided assuming the customer is using the phones at his main location. Mobile 911 service is not provided.

#### 32. CELLULAR PHONE USAGE

T3 Mobile Application may incur Cellular Usage on customers' cell phone or WiFi provider. T3 will not be held liable for those charges.

#### 33. ENGINEERING REVIEW OF SERVICES

Total pricing is subject to change based on engineering review of services. Customer will be notified if changes are required.

#### 34. EQUIPMENT TERMS

Rental hardware includes the repair and replacement for the term of the agreement. Buy hardware includes one-year replacement of equipment. Does not cover excessive wear and acts of God.

### 35. EFFECTIVE DATE

This Agreement, together with any Addenda, Exhibits, SOs, and Schedules attached hereto or at a later date (collectively referred to hereafter as the “Agreement”), is subject to the Agreement Terms and Conditions attached hereto. Customer has read and understands the Agreement and agrees to be bound thereby. This Agreement shall not be effective until signed by a duly authorized representative of Company. The parties have executed this Agreement as of the date shown on the Customer Service Agreement (the “Effective Date”).