

Clay County Connect's TERMS OF SERVICE

THIS SERVICE AGREEMENT ("AGREEMENT") GOVERNS CUSTOMER'S USE OF CLAY COUNTY CONNECT, INC.'S ("CLAY COUNTY CONNECT") SERVICES. READ THIS AGREEMENT CAREFULLY, IN ITS ENTIRETY, BEFORE USING THE Clay County Connect SERVICE. YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT. FURTHERMORE, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO: (1) REGISTER THE COMPANY OR OTHER LEGAL ENTITY THAT YOU REPRESENT, INCLUDING ANY AUTHORIZED AGENT/ EMPLOYEE OF SUCH ENTITY, AS USERS OF THE Clay County Connect SERVICE; AND (2) BIND THE COMPANY OR OTHER LEGAL ENTITY THAT YOU REPRESENT, INCLUDING ANY AUTHORIZED AGENT/ EMPLOYEE OF SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. **HEREINAFTER, YOU, THE COMPANY OR OTHER LEGAL ENTITY THAT YOU REPRESENT, INCLUDING ANY AUTHORIZED AGENT/ EMPLOYEE OF SUCH ENTITY THAT WILL BE AUTHORIZED USERS OF THE CLAY COUNTY CONNECT SERVICE WILL BE REFERRED TO AS "CUSTOMER".** IF YOU DO NOT HAVE SUCH AUTHORITY, ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT, OR DO NOT WISH TO BE BOUND BY THE TERMS CONTAINED IN THIS AGREEMENT, DO NOT USE, OR PERMIT ANYONE ELSE TO USE, THE CLAY COUNTY CONNECT SERVICE. CUSTOMER'S USE OF THE CLAY COUNTY CONNECT SERVICE WILL CONSTITUTE CUSTOMER'S ASSENT TO THIS AGREEMENT (OR RATIFICATION OF PREVIOUS ASSENT).

1. SERVICES PROVIDED; ADDITIONAL TERMS; CHANGES

1.1 Services Provided. Clay County Connect will provide the Customer with the particular service(s) ordered by Customer via email, and the applicable Clay County Connect Service Description, which is available at claycountyconnect.com. The "**Clay County Connect Service Description**" is the description of Clay County Connect's standard Service then current as of the date of Customer's ordering of the Clay County Connect Service (hereinafter referred to as "**Service**"). Customer's service order and any future orders (collectively referred to as "Service Order") shall be automatically incorporated into this Agreement effective as of the date of such Service Order.

1.2 Additional Terms. In order to obtain additional features of the Clay County Connect Service and/or equipment offerings, Customer will be required to agree to additional terms (the "**Additional Terms**") above those stated herein, which will be automatically incorporated into this Agreement effective as of such agreement and will apply with respect to Customer's use of such specific additional feature or features elected.

1.3 Changes to the Service. Clay County Connect may at its sole discretion modify the aspects, features, or functionality of the Service without prior notice.

2. TERM

The Service is sold with an initial term of 24 months ("Initial Term") which shall automatically renew each year after the Initial Term, for one (1) year ("Renewal Terms") at each anniversary thereof unless extended as part of a Customer requested service modification requiring such extension or terminated by Customer by providing Clay County Connect with its notice of intent to terminate its service not less than thirty (30) days prior to the

expiration of the then current (Initial or Renewal) in effect at that time and in accordance with **Section 20, Termination**. The Service and Initial Term commences upon Customer's execution of a Service Order.

3. USE OF THE SERVICE

3.1 System Requirements. In order to use the Service, Customer must, at Customer's own expense, provide and utilize one or more industry standard, Service compatible devices, high speed broadband access, and certain software, and may be required to obtain updates or upgrades to the foregoing from time to time. Customer's ability to use the Service may be affected by the performance of these items. Customer acknowledges and agrees that system requirements for the Service may change from time to time and that adherence to the system requirements is Customer's responsibility. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and for regularly backing up its data and files in accordance with good computing practices.

3.2 Registration. Customer is required to register prior to using the Service. Customer agrees that any registration information shall be accurate, correct, and up to date, and Customer agrees to maintain and promptly update its registration information, including but not limited to the physical location of each user. Customer and/or its representative must be of legal age to enter into a binding contract in order to register for the Service. Customer shall be responsible for maintaining the security of any required usernames and passwords (including both for the Account Administrator and users), and shall not disclose them to any third party. Customer shall be solely responsible to Clay County Connect for all activities that occur under Customer's account or subscription, including any unauthorized use. Customer agrees to notify Clay County Connect immediately via email upon becoming aware of any unauthorized use of Customer's password, account, or subscription.

3.3 Privacy. Clay County Connect's privacy policy is located at claycountyconnect.com. Customer agrees to the use of Customer's data in accordance with Clay County Connect's privacy policy. Without limiting the generality of the foregoing, Clay County Connect may provide its third party providers and referral companies who provide Clay County Connect services related to the Service with certain Customer data such as Customer name, address, and number of subscribers, however, under no circumstances will such information include any personally identifiable information that Customer has not agreed to be provided to such third parties.

3.4 Scope of Use/ Fair Usage. Customer shall use the Service only as permitted in this Agreement and in accordance with applicable laws and regulations, including but not limited to laws regarding the export of data or software. Customer shall use the Service only for its internal business purposes. In the event Customer is a residential user of the Service, Customer shall use the Service only for its reasonable personal use. Customer's use of the Service may be subject to certain restrictions and limits, including without limitation as to conference ports, number of users per subscription, and storage, which if applicable will be communicated by Clay County Connect. If Clay County Connect determines that Customer has violated or is in violation of this provision, Clay County Connect will so notify Customer and may, in its sole discretion, terminate Customer's Service. In the event of such termination Customer shall remain bound by its payment

obligations for the remainder of the then current (Initial or Renewal) Term of the Agreement. Customer may not transfer its Service subscription to any other company or entity.

3.5 Prohibited Uses. Customer agrees not to use the Service in a manner that is actually or potentially libelous, threatening, harmful, harassing, indecent, obscene, in violation of the intellectual property rights of any party, or is otherwise unlawful under any applicable law or regulation. Customer agrees not to engage in any activity that interferes with or disrupts the Service or associated servers, networks, or software; prevents or restricts other customers from using the Service; or damages any Clay County Connect or third party property. Customer agrees not to reproduce, duplicate, copy, sell, trade, or resell the Service provided under Customer's account(s). Customer agrees not to use the Service for autodialing or predictive dialing; continuous or extensive call forwarding; constant dialing; iterative dialing; fax broadcast; fax blasting; junk faxing; fax spamming; transmitting broadcasts or recorded material; sending unsolicited messages or advertisements; telemarketing; sending bulk and/ or junk email, voicemail, or faxes; call center operations or other bulk call-in lines; taking any action to attempt to mislead others as to the identity of the sender or the origin of any communication; or any other activity outside the scope of reasonable internal business usage. Customer agrees not to (1) re-classify or re-originate traffic or take any other action to intentionally make traffic appear as if it: (i) is anything other than the type of traffic delivered to such called party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter, or delete in any manner calling party number information, originating point codes, or any other signaling information or call detail in connection with the transport and termination of traffic to the called party. Customer agrees not to access or attempt to access the Service by any means other than the interface provided by Clay County Connect, including but not limited to any automated means such as the use of scripts or web crawlers. Customer agrees not to use any trademark, service mark, trade name, or logo of any company or organization in conjunction with the Service in a manner that is likely or intended to cause confusion about the owner or authorized user of such mark, name, or logo.

3.6 Clay County Connect's Remedies for Prohibited Use. Clay County Connect may take any lawful action it deems appropriate with respect to prohibited use of the Service or other use of the Service that it deems to be inappropriate, in violation of this Agreement, or potentially disruptive to the Service or Clay County Connect's network, Clay County Connect's rights and interests, or the rights of other customers. Clay County Connect's Remedies for Customer's prohibited use of the Service, includes but is not limited to issuing warnings; terminating Customer's Service, subscription, accounts, or users; disabling access to or suspending the Service, subscription, or accounts; or increasing the monthly rates charged Customer for the period of Customer's prohibited use and the remainder of the Agreement's term. Clay County Connect may take such action without notice or liability to Customer or any other party, although Clay County Connect shall have no obligation to take any such action.

3.8 Support. Clay County Connect will provide Customer with technical consultation support for the term of the Service. Customer may access technical support by calling Clay County Connect's customer support at 870-202-1990.

3.9 Customer Proprietary Network Information. In the normal course of providing services to its users and customers, Clay County Connect collects and maintains certain customer proprietary network information (“CPNI”) typical to the industry. CPNI includes the types of telecommunications and interconnected VoIP services Customer currently purchases or subscribes to, how Customer uses those services (for example, Customer’s calling records), and billing information related to those services. Customer’s Clay County Connect telephone number, name, and address do not constitute CPNI. Clay County Connect does not sell, trade, or otherwise share Customer’s CPNI with anyone outside of Clay County Connect and those parties authorized to represent Clay County Connect to offer Clay County Connect’s services or to perform functions on Clay County Connect’s behalf related to Clay County Connect’s services, except as the law may require or Customer may authorize. Federal law generally permits Clay County Connect to use CPNI in its provision of the telecommunications and interconnected VoIP services Customer purchases or subscribes to, including billing and collections for those services. Clay County Connect may also use or disclose Customer CPNI for legal or regulatory reasons such as to respond to a court order, to investigate fraud, to protect Clay County Connect’s rights or property, to protect against the unlawful use of Clay County Connect services, or to protect other users.

Customer may elect to prohibit Clay County Connect’s use of Customer’s CPNI to market services other than services of the same type that Customer already purchases from Clay County Connect by providing Clay County Connect with Customer’s “opt-out” notice within thirty (30) calendar days of Customer’s Service commencement via email. If Customer fails to do so within such timeframe, Customer will be deemed to have given Clay County Connect consent to use Customer’s CPNI to market services other than services of the same type that Customer already purchases from Clay County Connect. Restricting Clay County Connect’s use of Customer CPNI will not affect Clay County Connect’s provision of any service, nor will it necessarily eliminate all types of Clay County Connect marketing.

4. CUSTOMER’S CONTENT

4.1 Customer is solely responsible for the content of all information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by Customer while utilizing the Service (“**Customer’s Content**”) and for the consequences of doing so, including any loss or damage to Clay County Connect or any third parties. Clay County Connect has no responsibility to Customer or any third party for Customer’s Content.

4.2 Clay County Connect reserves the right to, but shall have no obligation to, pre-screen, refuse, flag, filter, or remove any of Customer’s Content from the Service at Clay County Connect’s discretion without notice or liability to Customer or any other party.

4.3 Customer shall retain copyright and any other intellectual property rights Customer holds in Customer’s Content. Customer shall remain solely responsible for protecting and enforcing such rights where applicable.

4.4 Customer hereby grants to Clay County Connect a non-exclusive, world-wide, royalty free, sub-licensable, transferable, perpetual, irrevocable license to use, modify, adapt, translate, publish, publicly perform, publicly display, reproduce, prepare derivative works of, and distribute Customer’s Content solely for the purpose of providing and distributing

the transmission of such Customer Content, as is necessary to the successful provision of the Service to Customer. Customer represents and warrants that it has all necessary rights, licenses, consents, and permissions to grant such license and permit such use.

4.5 Clay County Connect will endeavor to store Customer's voicemail, sent or received call logs, and/ or instant messages as part of the Service, however Clay County Connect is not obligated to do so and Clay County Connect has no responsibility or liability for the deletion or failure to store any of the foregoing.

5. OTHER USERS' CONTENT

5.1 Clay County Connect does not control and shall have no liability or responsibility for the 1) conduct or 2) content of any information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by other users via the Service, including but by no means limited to advertisements or sponsored content (item (2) collectively referred to as "**Other Users' Content**").

5.2 Other Users' Content may be protected by copyright and other intellectual property rights of such other users or other persons. Customer shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Other Users' Content unless specifically agreed to by the owners of such Other Users' Content in a separate written agreement with Customer.

5.3 It is Clay County Connect's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including in the United States the Digital Millennium Copyright Act) and to terminate the accounts or subscriptions of repeat infringers.

6. CHARGES AND PAYMENT

6.1 Charges. Clay County Connect will charge Customer's credit card, or such other payment mechanism as may be approved by Clay County Connect, for the fees for the Service, including the Service per-user monthly fees and any other fees or charges associated with Customer's account. Clay County Connect shall bill on a monthly basis beginning on the date Service commences with payment due on the same date of the following months of the Agreement's term. Clay County Connect will bill and Customer shall pre-pay for the service on a monthly basis. Clay County Connect will bill any other fees or charges monthly in arrears unless otherwise agreed or specified in writing by Clay County Connect. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with non-credit card methods of payment. Clay County Connect may suspend performance of the Services for which payment is overdue until the overdue amount is paid in full. Overdue payments will be subject to a late payment charge of the greater of one and one half percent (1.5%) per month, or the maximum rate allowed by applicable law. Customer will reimburse Clay County Connect for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. Except for those occurrences addressed in Section 7, Customer must dispute any charges for the Services in writing within thirty (30) days after the date of the occurrence that forms the basis for the dispute; otherwise Customer waives any dispute or further recourse with respect to the applicable charges. Clay County Connect reserves the right to require credit approval prior to providing Clay County Connect Services to Customer.

6.2 Taxes. Unless Customer provides Clay County Connect with a current tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any state or local sales, excise, and/or other taxes and fees which may be levied upon the Service, except for any income tax assessed upon Clay County Connect.

6.3 Regulatory Fees. Clay County Connect may charge Customer the following regulatory fees:

a. Federal and State Universal Service Fee. Clay County Connect is required to make contributions to the Federal and certain state Universal Service Funds (USF), which provide support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. Clay County Connect is permitted but not required to recover such costs from its customers. The Federal Communications Commission sets the Federal USF rates on a quarterly basis. USF rates are subject to change each quarter.

b. 911 Fee. This fee is imposed by local governments to help pay primarily for the handling of calls for emergency services such as fire and rescue.

c. 911 Service Fee. Clay County Connect may charge a per-DID/ phone number fee to recover Clay County Connect's costs directly associated with providing 911 and E911 to its customers.

d. Regulatory Recovery Fee. Clay County Connect may charge a monthly regulatory recovery fee to offset costs it incurs in complying with obligations imposed by, and inquiries made by, federal, state, and municipal regulatory bodies/governments and related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. If assessed by Clay County Connect, the regulatory recovery fee will apply to every directly dialable telephone number (in certain cases referred to as DID-phone numbers) assigned to Customer, including toll free and virtual numbers.

e. Other Fees. Customer agrees to pay any other fees that may be levied on the Services which are chargeable to customers by any governmental authority.

7. SERVICE LEVELS AND SERVICE AVAILABILITY

7.1 Service Level. Clay County Connect agrees to provide Customer a credit or other remedy for Service that fails to meet the Service Level Objective (SLO) of 99% uptime Clay County Connect makes no representation or warranty that the Service will be available at all times and temporary disruptions in Service shall not constitute a breach of this Agreement.

7.4 MAINTENANCE AND MODIFICATIONS TO SERVICE. Clay County Connect may at any time and without liability modify, expand, improve, maintain, or repair the Clay County Connect network even if such activity might result in temporary suspension(s) of the operation of the Service. Clay County Connect will use commercially reasonable efforts to minimize any disruption to the Service to Customer and shall use its best efforts to give Customer commercially reasonable notice of a maintenance period prior to the disruption by telephone (real-time or voicemail), facsimile, or e-mail. Credits will not be issued with respect to such Service interruptions if Clay County Connect has used commercially

reasonable efforts to so notify Customer in accordance with this paragraph.

8. CLAY COUNTY CONNECT'S IP RIGHTS

8.1 Clay County Connect's IP. Clay County Connect reserves all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively, "**Intellectual Property**") that Clay County Connect (i) owned prior to providing the Services under the Agreement, (ii) any Intellectual Property that Clay County Connect develops, creates, or otherwise acquires independently of this Agreement, and (iii) any derivative works or Intellectual Property that Clay County Connect develops, creates, or otherwise acquires while performing the Services under the Agreement.

8.2 Clay County Connect and/or its licensors own all right, title, and interest in and to the Service, associated software, and the content of all information and communications, whether visual, written, audible, or of another nature presented by or on behalf of Clay County Connect as part of the Service ("**Clay County Connect's Content**"). Customer shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Clay County Connect's Content.

8.3 Nothing in this Agreement grants Customer any right to use any of Clay County Connect's trade names, trademarks, service marks, logos, domain names, trade dress, or other distinctive brand features.

8.4 Customer shall not remove, obscure, or alter any proprietary rights notices, such as copyright or trademark notices, attached to or contained within Clay County Connect's Content, the Service, or associated software or servers.

9. SOFTWARE LICENSE TERMS

The software and documentation provided or made accessible under this Agreement are licensed to Customer by Clay County Connect in accordance with and subject to the terms and conditions set forth in the Clay County Connect License Terms at claycountyconnect.com ("**License Terms**"), with the exception that the License Terms set forth therein shall not apply and instead the scope of the license granted shall be for the sole purpose of utilizing the Service for the specified number of users, in accordance with the terms of this Agreement, and for the duration of Customer's subscription (until the effective date of termination of the Service).

10. SOFTWARE UPDATES

The Clay County Connect software may automatically (push or pull – download) and install updates from Clay County Connect and/ or affiliated equipment manufacturers from time to time. Updates may take the form of bug fixes, new or enhanced functionality, new software modules, and updated or new versions of the software, and are intended to improve or enhance the Service. Customer agrees to allow such updates to be promptly downloaded and installed as part of its utilization of the Service.

11. 911/E911

11.1 911 LIMITATIONS AND RESTRICTIONS. THE SERVICE INCLUDES A 911/E911 ACCESS COMPONENT. THE SERVICE'S 911/ E911 ACCESS COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS THAT ASSOCIATED WITH TRADITIONAL WIRELINE 911/ E911 SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICE OF THE 911/ E911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER ACKNOWLEDGES, AND IS HEREBY ON NOTICE, THAT THE 911/ E911 ACCESS PORTION OF THE SERVICE WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE REASONS DETAILED BELOW AND REPRESENTS AND WARRANTS IT HAS BEEN INFORMED BY CLAY COUNTY CONNECT OF THE REASONS TO HAVE AT LEAST ONE BACKUP METHOD OF ACCESSING 911/E911 SERVICE, SUCH AS A CIRCUIT-SWITCHED TDM TELEPHONE OR CELLULAR TELEPHONE, PER CUSTOMER LOCATION.

- a. Loss or interruption of electrical power to Customer's VoIP telephone, its ATA, Modem, Router, Switch or any other devices in the critical path from Customers VoIP handset to the Clay County Connect switching center at the user's location. The user will not be able to use the Service for calls (including "911") during such a power interruption or outage. Following the power interruption or outage, users may find it necessary to reset or reconfigure the Service prior to being able to use the Service for making and receiving calls, including "911" calls.
- b. Loss or interruption of Internet access at the user's location.
- c. Failure of the user's broadband or VoIP hardware (including without limitation Phones).
- d. Failure of the user's broadband or VoIP software (including without limitation soft phones).
- e. Improperly installed or configured user broadband or VoIP hardware.
- f. Improperly installed or configured user broadband or VoIP software (including without limitation soft phones).
- g. Suspension, disconnection, or termination of the Service for any reason, including without limitation (i) for failure to pay or default, or (ii) failure of the Service to function for any reason.
- h. Customer failed to provide Clay County Connect with any physical location of the Clay County Connect served VoIP handset-user, or failed to provide the correct physical location of same (i.e., the address is incorrect, incomplete, abbreviated, or misspelled).
- i. Customer failed to update the user's physical location with Clay County Connect when the user moved or changed location/address.
- j. The user attempts a 911 call via a Clay County Connect served VoIP handset from a location/address different than the location/address registered with Clay County Connect.
- k. For the purposes herein (911/E911), the terms location and address shall be understood to designate information necessary to generate a proper Automatic Location Identification record ensuring proper routing to and from the proper PSAP

for the call's originating location. Such location and address may include but not necessarily limited to the street name and number, building, unit, and zip code (e.g. Unit B-22, 1111 North Main Street, Anywhere, State, 99999).

11.2 REQUIREMENT TO REGISTER AND UPDATE LOCATION INFORMATION. CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF EACH USER'S EQUIPMENT (PHONE OR SOFTPHONE) WITH CLAY COUNTY CONNECT UPON ORDERING THE SERVICE AND UPON ADDING A USER/ USERS TO AN EXISTING CLAY COUNTY CONNECT SUBSCRIPTION VIA ENTERING THE PHYSICAL LOCATION OF THE USER IN THE ONLINE ORDER FORM. CUSTOMER IS REQUIRED TO IMMEDIATELY UPDATE EACH USER'S LOCATION WHENEVER THE PHYSICAL LOCATION OF SUCH USER'S EQUIPMENT CHANGES VIA THE SETTINGS PAGE ON CUSTOMER'S WEB-BASED USER PORTAL OR, WITH RESPECT TO SOFTPHONES, VIA THE SETTINGS PAGE ON THE SOFTPHONE. CUSTOMER ACKNOWLEDGES THAT THE PHYSICAL LOCATION REGISTERED FOR THE USER'S EQUIPMENT WILL BE THE LOCATION TRANSMITTED TO THE EMERGENCY CALL TAKER, AND THAT CLAY COUNTY CONNECT'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE THEN-CURRENT REGISTERED PHYSICAL LOCATION FOR THE USER'S EQUIPMENT. IF CUSTOMER DOES NOT ACCURATELY IDENTIFY A USER'S LOCATION UPON ORDERING THE CLAY COUNTY CONNECT SERVICE AND/OR DOES NOT UPDATE SUCH INFORMATION WHEN THE USER'S LOCATION CHANGES, 911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT EMERGENCY CALL TAKER. WHEN CUSTOMER NOTIFIES CLAY COUNTY CONNECT OF A CHANGE IN THE REGISTERED LOCATION OF A USER, THERE MAY BE A DELAY IN MAKING THE NEW REGISTERED LOCATION AVAILABLE TO ROUTE 911 CALLS AND TO ADVISE THE APPROPRIATE EMERGENCY CALL TAKER OF THE NEW REGISTERED LOCATION.

11.3 WARNING LABELS. CLAY COUNTY CONNECT WILL PROVIDE CUSTOMER WITH LABELS WARNING THAT THE 911/ E911 COMPONENT OF THE SERVICE MAY BE LIMITED OR NOT AVAILABLE. CUSTOMER AGREES TO PLACE SUCH LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE SERVICE. IN THE EVENT CUSTOMER DOES NOT RECEIVE LABELS OR REQUIRES ADDITIONAL LABELS, CUSTOMER SHOULD CONTACT CLAY COUNTY CONNECT VIA EMAIL.

11.4 ADDITIONAL 911/ E911 LIMITATIONS. THE LOCAL EMERGENCY CALL TAKER RECEIVING THE 911 CALL MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN NUMBER OR LOCATION INFORMATION. THEREFORE THE EMERGENCY CALL TAKER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE USER MAKING THE 911 CALL WHICH MAY DELAY OR PREVENT EMERGENCY SERVICES. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN AND IN THE EVENT OF NETWORK CONGESTION THERE IS A POSSIBILITY THAT A 911 CALL WILL PRODUCE A BUSY SIGNAL, WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, WIRELINE 911 SERVICES.

11.5 911/ E911 LIMITATION OF LIABILITY/ INDEMNITY. CLAY COUNTY CONNECT AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS WILL HAVE NO LIABILITY TO

CUSTOMER, ITS USERS, OR ANY THIRD PARTY FOR, AND CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO, CUSTOMER, ITS USERS, OR ANY THIRD PARTY'S INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Clay County Connect, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/ OR COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COST OF SUIT) BY OR ON BEHALF OF CUSTOMER OR ANY THIRD PARTY OR USER ARISING FROM OR RELATED TO THE FAILURE OF 911/E911 TO FUNCTION OR FUNCTION PROPERLY OR CLAY COUNTY CONNECT'S PROVISION OF 911/ E911 SERVICES OR FAILURE TO PROVIDE ACCESS TO 911/ E911 SERVICES.

12. DID NUMBERS

When supply is sufficient, Clay County Connect will make available to Customer a list of DID/ telephone numbers from which Customer may choose their DID/ telephone numbers. Customer will not be the owner of any DID/ telephone number (including fax numbers) assigned to Customer by Clay County Connect, and Customer will not transfer or attempt to transfer its number(s) to anyone else (except as provided in **Section 13.2** below with respect to Porting Out). Clay County Connect reserves the right to change, cancel, withdraw, or move such numbers at its sole discretion immediately upon notice. Customer will surrender all rights to the DID/ telephone numbers and fax numbers upon termination of Customer's Service if they have not been ported out in accordance with **Section 13.2** below prior to such termination, and the numbers assigned to Customer may be reassigned upon termination of Customer's Service. Clay County Connect will not be liable for any direct or indirect damages or incidental costs arising out of such reassignment.

13. LOCAL NUMBER PORTABILITY

13.1 Porting In. Customer may elect to port an existing DID/ telephone number to Clay County Connect ("Port-In") for use with the Service. In the event Customer elects to Port-In a number, Customer must first select a temporary number from the list of DID/ telephone numbers Clay County Connect presents to Customer at the time Customer orders the Service, which will be used until the Port-In is complete. Clay County Connect will support all valid requests and will cooperate with Customer to perform any Port-In in accordance with Customer's reasonable directions and Clay County Connect's operating procedures. Neither Clay County Connect nor its providers are responsible for any delay, rejection, or false processing of Port-In requests to the extent such delay, rejection, or false processing is attributable to Customer, Customer's prior provider, or any third parties.

13.2 Porting Out. Customer or a third-party provider acting as agent on behalf of Customer ("Requesting Party") may request that Clay County Connect port a number assigned to Customer by Clay County Connect to a third party provider ("Port-Out"). Clay County Connect will support all such requests and will promptly cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Clay County Connect's standard operating procedures. In the

event of any Port-Out, Customer agrees that until such time as the Port-Out is complete and Customer terminates the Service for such DID/ telephone number, Customer shall remain bound by the terms of this Agreement related to that DID/ telephone number. Once the Port-Out is complete, Customer must terminate the Services associated with such ported DID/ telephone number in order to stop incurring charges for such DID/ telephone number. Customer recognizes and agrees that in the event of a Port-Out Customer shall remain responsible for paying the required monthly service fees in accordance with Section 20.1.

14. 711 DIALING

The Service allows dialing 711 to reach Telecommunications Relay Services (TRS). In the event the user's registered location is not the same as the user's geographic location, 711 calls may not be routed to the correct TRS center for the user's location.

15. SERVICE EXCLUSIONS

The Service does not include directory listings and operator and directory assistance and does not support 976 or 900 calls. The Service may not support 311, 411, 511, or other X11 calling (other than 911 and 711 as detailed in this Agreement) in all or certain service areas.

16. EXCLUSION AND DISCLAIMER OF WARRANTIES

16.1 CLAY COUNTY CONNECT PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE SOFTWARE, WEBSITES, SERVERS, CONTENT, SUBSCRIPTIONS, AND ACCOUNTS, ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER'S USE OF THE SERVICE IS AT CUSTOMER'S OWN RISK. NEITHER Clay County Connect NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH REGARD TO THE SERVICES OR OTHERWISE RELATED TO THE AGREEMENT. Clay County Connect DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE SERVICES OR THAT THE SERVICES WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Clay County Connect DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

16.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CLAY COUNTY CONNECT, ITS LICENSORS, NOR SUPPLIERS REPRESENT OR WARRANT THAT I) (I) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR PROVIDE ANY SPECIFIC RESULTS, (II) CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS OR ERROR FREE, (III) INFORMATION OR CONTENT PROVIDED TO CUSTOMER THROUGH THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) DEFECTS IN THE SERVICE WILL BE CORRECTED, OR (IV) THE SERVICE WILL HAVE ANY PARTICULAR UP-TIME, QUALITY OF SERVICE, OR QUALITY OF VOICE OR FAX COMMUNICATIONS.

16.3 WITHOUT LIMITING THE GENERALITY OF SECTION 16.1 ABOVE, NEITHER CLAY COUNTY CONNECT, ITS LICENSORS, NOR SUPPLIERS SHALL HAVE ANY RESPONSIBILITY TO CUSTOMER FOR DAMAGE RESULTING FROM THE USE OF

THE SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOADING, OTHERWISE ACCESSING, OR USING ANY CONTENT, MATERIAL, OR DATA THROUGH THE SERVICE. DOWNLOADING, OTHERWISE ACCESSING, AND USING SUCH CONTENT, MATERIAL, OR DATA IS AT CUSTOMER'S OWN RISK.

16.4 Clay County Connect DOES NOT HAVE ANY RESPONSIBILITY FOR RETAINING ANY USER INFORMATION OR CONTENT OR COMMUNICATIONS BETWEEN USERS.

17. CONFIDENTIAL INFORMATION

Confidential Information shall be interpreted to mean that all Clay County Connect business and/or technical information, pricing, discounts and other information or data, whether in tangible or other form if marked or otherwise expressly identified in writing as confidential shall be considered privileged and not for release to others. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within thirty (30) days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of Customer; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by Customer prior to its receipt as "Confidential Information" and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by Customer without use of Clay County Connect's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided Customer makes prompt written notification to Clay County Connect of the pending disclosure so that Clay County Connect may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, Customer will provide reasonable assistance to Clay County Connect should Clay County Connect attempt to obtain a protective order. Customer will protect such Confidential Information received from Clay County Connect with no less care than the care it uses to protect its own Confidential Information, but in no event, with no less than a reasonable degree of care. Customer will not use or disclose Clay County Connect's Confidential Information except as permitted in this Section or for the express purpose of performing obligations under the Agreement. Customer's confidentiality obligations will survive the termination of the Agreement. Upon termination of the Agreement, Customer will cease all use of Clay County Connect's Confidential Information and will promptly and in a manner of transmittal reasonably expected to protect the confidentiality of such information, return or, at Clay County Connect's request, and in a manner of destruction reasonably expected to protect the confidentiality of such information, destroy all Confidential Information, including all copies, in whatever form in Customer's possession or under its control, including such Confidential Information stored on any electronic medium or device of any sort. Upon request, Customer will certify in writing its compliance with this Section.

18. LIMITATION OF LIABILITY

IN NO EVENT WILL Clay County Connect OR ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR

CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. CLAY COUNTY CONNECT'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL CLAY COUNTY CONNECT CHARGES MADE TO CUSTOMER FOR THE CLAY COUNTY CONNECT SERVICE PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF CLAY COUNTY CONNECT'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUPPLIERS.

19. INDEMNIFICATION

19.1 Customer agrees to indemnify, defend, and hold harmless Clay County Connect, its affiliates, officers, directors, employees, consultants, agents, licensors, suppliers, and resellers from any and all third party claims, liability, damages, losses, expenses, and/ or costs (including but not limited to attorney's fees and cost of suit) arising from or related to (i) Customer's use of the Service, (ii) violation of this Agreement (including but not limited to fraudulent or illegal use of the Service), (iii) any negligent acts or omissions or willful misconduct of Customer, or (iv) infringement or violation of any intellectual property or other right of any person or entity in connection with this Agreement.

20. TERMINATION

20.1 Termination for Cause. Clay County Connect may terminate this Agreement and the Service associated herewith without notice and immediately upon Customer's failure to comply with any provision of this Agreement. Upon such termination, Customer will remain responsible for payment of the remaining monthly service fees for all months remaining in the Agreement's then current Term.

20.2 Effect of Termination/ Expiration of Subscription. In the event of termination of this Agreement for cause, for any reason, or upon Customer providing the required notice of termination of Customer's Clay County Connect subscription, Customer shall immediately cease use of the Service and permanently destroy all copies of the software portion thereof within Customer's possession or control. Such software must be end-user accessible and suited for such destruction without damaging any hardware associated therewith. All software licenses granted in conjunction with, and all subscriptions to the Service shall terminate immediately upon the termination of this Agreement. Upon termination, Clay County Connect may deactivate or delete Customer's account and all related information and files therein and/or bar any further access thereto, and Customer shall have no further access to any Customer-assigned DID/ telephone number (unless Port-Out of such phone number was completed prior to termination of this Agreement). All provisions concerning confidentiality, license grant and restrictions, IP ownership, warranty disclaimers, limitation of liability, and indemnity (as well as any other terms which, by their

nature, are intended to survive termination) of this Agreement will survive the expiration of Customer's Clay County Connect subscription and any termination of this Agreement.

21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1 Governing Law. The Agreement and any claims, disputes, or controversies arising out of or relating to the Agreement ("**Disputes**") will be governed by the laws of the State of Arkansas applicable to contracts entered into and performed in Arkansas without regard to its choice of law principles, excluding choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

21.2 Arbitration. Subject to **Section 21.3**, all Disputes, including without limitation those regarding the formation, interpretation, breach or termination hereof, or any issue regarding whether a Dispute is subject to arbitration hereunder, that cannot be settled by good faith negotiation between the parties within a reasonable period of time, will be conclusively determined by a final and binding arbitration proceeding to take place in Corning, Arkansas. Such proceeding will be conducted in English and administered by JAMS pursuant to the JAMS Comprehensive Arbitration Rules and Procedures then in effect, or in the event one of the parties is located outside of the United States, pursuant to the JAMS International Arbitration Rules then in effect, before a panel of one arbitrator chosen in accordance with such rules. The arbitrator will not award punitive or exemplary damages, and will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The ruling by the arbitrator may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator's fees, but each party will bear their own attorneys' fees and other costs associated with the arbitration. The parties agree that this arbitration provision may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence.

21.3 Injunctive Relief. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions, from any court of competent jurisdiction in order to protect its rights pending arbitration.

21.4 Time Limit. Actions on Disputes between the parties must be brought in accordance with this Section within one (1) year after the cause of action arises.

22. MISCELLANEOUS

22.1 Compliance. The parties will observe all applicable laws and regulations, including export and re-export laws and regulations, when using the Service.

22.2 Assignment & Subcontractors. Clay County Connect may assign the Agreement to any of its affiliated entities or to any entity to which Clay County Connect may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Clay County Connect may partner with others or subcontract any or all of its obligations under the Agreement, but will retain its responsibility to Customer for the timely performance of the work necessary to the provision of Service properly paid for by Customer.

22.3 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials, systems, subsystems, components, underlying services or transportation facilities ("Force Majeure").

22.4 Notices. Any notice required or permitted under this Agreement shall be deemed properly made when delivered by email, facsimile, messenger, overnight courier, or mailed via Certified or Registered Mail (Return Receipt Requested) if to Customer: to the information Clay County Connect has on file; and if to Clay County Connect: to PO Box 459, Corning, AR 72422. Notices will be considered effective when sent or posted.

22.5 Entire Agreement. The Agreement, including any Attachments, constitute the entire understanding of the parties with respect to the subject matter of the Agreement and will supersede all previous and contemporaneous communications, representations or understandings, oral and/or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the original unenforceable provision will be changed only minimally as required for it to be enforceable and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a continuing or permanent waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms.

END OF TERMS OF CLAY COUNTY CONNECT SERVICE AGREEMENT