



COASTCONNECT

VOIP END USER AGREEMENT

- 1. OVERVIEW.** The terms and conditions stated herein (the "Agreement") shall apply with respect to the provision of any and all telecommunications and related services ("Services") by CoastConnect, LLC.(Company) and Conexon Connect, LLC. (Voice Service Provider) to Customer under the CoastConnect Service Agreement ("Service Agreement") and provide additional terms and conditions applicable to the Service Agreement. See our Service Agreement at www.coastconnect.com for the complete terms and conditions.
- 2. TERM AND TERMINATION.** The term of the Agreement shall commence upon the initial installation or activation of any Service and shall continue in full force and effect for the time period from month to month unless earlier terminated in accordance with the terms and provisions of the Agreement. Customer may terminate the Agreement on thirty (30) days' written notice to Company. Company may terminate the Agreement at any time upon written notice to Customer. Customer shall pay to Company, immediately upon demand, all sums then due and unpaid at the time of termination.
- 3. RATES AND CHARGES.** Information about our rates and charges for the Services are set forth in the Service Agreement, together with any and all of Company and Conexon Connect, LLC tariffs, as applicable and as amended from time to time. With respect to any Service provided by Company and Conexon Connect, LLC to Customer for which a rate is not specified in the Rate Schedule, Company and Conexon Connect, LLC's standard retail rates shall apply. Customer should consult our current rate card available on our website for standard rates and charges. . Customer shall make all payments when due as set forth in Section 5 below.
- 4. TAXES AND SURCHARGES.** In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on Company and Conexon Connect, LLC's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the Company's website at www.coastconnect.com.
- 5. BILLING AND PAYMENT.** Billing for any Service shall commence immediately following delivery of the Service to Customer's service address(es). Customer will receive a bill on or about the 5th of each month for the prior month's usage-based Services (including pro-rata charges for new services added during the prior month) and in advance for the current month's monthly charges. All bills are due and payable upon receipt. If Customer's bill is not paid by the due date (the "Due Date"), service is subject to termination. Customer must provide Company with written notice of any disputed charge(s) within one hundred twenty (120) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. Customer shall pay the invoiced amount by the Due Date; provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. Company and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, Company shall issue a credit on Customer's subsequent invoice for the disputed amount. If Company initiates legal proceedings to collect any amount due hereunder and Company substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Company in prosecuting such proceedings and any appeals therefrom. In the event Customer fails to pay any invoice when due or provide Company with a notice of dispute, Company shall notify Customer regarding its failure to pay such invoice. If after Company has provided such notice, Customer continues to fail to pay such invoice(s) within 5 days after such notice, Company may, in addition to any other rights and remedies available to Company, suspend service under this Agreement until all outstanding invoice(s) are paid in full. In addition, in such case Company may elect to terminate this Agreement and shall be entitled to seek and exercise such rights and remedies that may otherwise be permitted hereunder or at law or in equity.
- 6. CUSTOMER RESPONSIBILITIES.** In addition to all other Customer responsibilities as set forth in the Agreement, Customer shall be responsible for providing the following: (i) separately purchasing broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Service and the Company; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.
- 7. UNAUTHORIZED USE OF SERVICES.** Company shall have the right (but not the obligation) to take protective action against Customer in order to protect Company and Conexon Connect, LLC.'s network from any unauthorized use, which

protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in Company and Conexon Connect, LLC.'s) reasonable discretion. The Service does not support and Company and Conexon Connect, LLC. will not accept 976/900 and such other call types in which charges are placed on an end-users bill and Company and Conexon Connect, LLC. might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited with Company and Conexon Connect, LLC.'s written consent.

- 8. NO WARRANTY; LIMITATION OF LIABILITY.** COMPANY EQUIPMENT AND THE SERVICE(S) INCLUSIVE OF THE VOICE SERVICES PROVIDED BY CONEXON CONNECT, LLC. ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE COASTCONNECT EQUIPMENT OR THE SERVICE(S) WILL MEET CUSTOMER REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

COMPANY'S AND CONEXON CONNECT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY COASTCONNECT OR CONEXON CONNECT OF ANY OBLIGATION COASTCONNECT OR CONEXON CONNECT MAY HAVE UNDER THIS AGREEMENT SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL COASTCONNECT AND CONEXON CONNECT, LLC AND ITS SUPPLIERS (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. IN NO EVENT, SHALL COASTCONNECT LIABILITY OR CONEXON CONNECT TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE CUSTOMER DURING THE PRECEDING 30 DAY PERIOD.

- 9. CPNI.** Under federal law, Customer has the right, and Company and Conexon Connect, LLC. has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Company and Conexon Connect, LLC. and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Company in writing at 18020 Highway 603, Kiln, MS 39556, Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Service.
- 10. MISCELLANEOUS.** This Agreement, including the Service Agreement and all other documents incorporated therein represents the entire agreement of the Parties with respect to the subject matter hereof. In case of any conflict between the provisions of this Agreement and the Service Agreement or any documents incorporated therein, the provisions of the Service Agreement shall take precedence and govern. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. No term or provision herein shall be waived, and no breach or default excused,

unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Mississippi, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Mississippi.

