

NORTHLAND STANDARD TERMS + CONDITIONS

These Northland Standard Terms and Conditions, the Agreement (as defined below) into which they are incorporated and Northland's Acceptable Use Policy govern your (the "Customer") purchase of the Services (as defined below) set forth in any purchase order from Northland.

1. Services: These Terms & Conditions ("T&Cs") govern the provision of services by Northland Communications ("Northland") to its customer ("Customer"). Northland may provide certain services ("Services") to Customer as described in any such agreement by and between Northland and Customer, including but not limited to, any such Business Unlimited Service Agreement, Voice + Internet Agreement, Purchase Orders, or Order Confirmation (as applicable, the "Agreement") in accordance with these T&Cs, and these T&Cs are deemed to be incorporated by reference into any such Agreement. In the event of a conflict between the terms of any such Agreement entered into by Customer and Northland and these T&Cs, the terms of these T&Cs will govern.

2. Tariffs: The Services provided may, if applicable, be governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such Services, as they may be in effect from time to time, including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, if applicable, shall apply to and govern the provision of Services and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into these T&Cs. The rates, terms and conditions of said tariffs shall govern unless specifically superseded by a provision of these T&Cs, in which case the rate, term or condition of these T&Cs shall apply.

3. Financial Responsibility: Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland within thirty (30) days of the invoice date, Northland may at any time thereafter discontinue service, and/or terminate the Agreement, and/or impose a late charge of one and one-half percent (1.5%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. Northland may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay Northland all Northland's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

4. Disputes: Customer must provide written notice to Northland of any disputed charges within 90 days of the invoice date, which notice shall set forth a detailed description of the dispute.

5. Acceptable Use Policy: Customer shall comply with the terms of Northland's Acceptable Use Policy ("AUP"), found at [Acceptable-Use-Policy](#) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time to time by Northland with or without notice to Customer. Northland may

suspend Services immediately for any violation of the Northland AUP. Customer agrees that it will promptly investigate all complaints concerning Customer's or any third-parties that has gained access to Services through Customer, and take all necessary actions to remedy and resolve any actual violations of the AUP, and communicate such steps with Northland.

6. Third-Party Offerings: To the extent applicable, certain products, hardware, software, or configurations ("Products") and Services, are governed by and subject to certain third-party terms, conditions and agreements. Continued use of any such third-party products will be deemed an acknowledgement and acceptance of all such third-party terms, conditions and agreements. In the event that Customer utilized certain products from Metaswitch, which may include but not be limited to MaX UC, MaX Meeting and MaX UC Connector, (collectively, the "Metaswitch Offerings"), all such offerings are governed by and subject to the Metaswitch Terms and Conditions and the Metaswitch End User License Agreement, available at <https://www.metaswitch.com/legal/standard-terms-and-conditions> and incorporated by reference into these T&Cs. Continued

use of any such Metaswitch Offerings will be deemed acknowledgment and acceptance of the Metaswitch Terms and Conditions.

7. Termination Charges: Should the customer choose to deactivate any Services before the end of the term of the Agreement, the customer will incur one or more of the following cost considerations: (i) an early termination penalty consisting of the total of any promotional discounts, credits, or waivers identified on this document and additionally, any monthly charges for the remaining months and fraction thereof through the end of the contract term; (ii) upon termination of part of a bundle of services, which may include but not be limited to, voice, dedicated Internet, communications equipment and/or data services; any remaining service pricing is subject to change for the remainder of the specified term; and or (iii) upon termination, all hardware and equipment must be returned to Northland within thirty (30) days of service disconnect. Failure to return equipment will result in billing of full market value price.

8. Termination For Cause: Either party may immediately terminate this Agreement if the other party materially breaches this Agreement which is not remedied within thirty (30) days after written notice describing the breach with particularity has been made. Northland may suspend or terminate any or all services covered by this Agreement without liability at any time if Northland reasonably believes its network, servers, assets, Customers or employees to be in jeopardy in its reasonable discretion. Northland may partially or fully terminate this Agreement without liability in the event a material change in law renders Northland incapable of providing the Services. Both parties recognize that this Agreement is subject to change, modification, or cancellation as may be required by any regulatory authority or court in the exercise of its lawful jurisdiction.

9. Miscellaneous: Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. These T&Cs, including without limitation all Agreements, the AUP, and incorporated documents, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. These T&Cs supersede all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the Services. No waiver of any breach of these T&Cs will be implied or will be deemed a waiver of any future breach. These T&Cs shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. If Customer wishes to assign the Agreement, or any interest herein or part hereof, by operation of law or otherwise, to another party, Northland requires a "Change of Responsible Party" agreement to be executed by both Customer and the other party. Northland may assign its rights and obligations under the Agreement and these T&Cs, in whole or in part, to affiliates controlling, controlled by or under common control with Northland, or to its successor-in-interest if Northland sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. In the event that any of the provisions of these T&Cs shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate these T&Cs, which shall be construed as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in these T&Cs are solely for the convenience of the parties and do not limit the content of the respective paragraphs hereof.

10. Customer Premises: If applicable, Customer shall allow Northland access to the Customer premises to the extent reasonably determined by Northland for the installation, inspection and scheduled or emergency maintenance of equipment or other facilities relating to the Service and is responsible, at its expense, for securing all easements, licenses, and consents, other than in public rights of way, necessary for Northland to have access to, and place all necessary facilities in or near, the Customer premises or the building of which it is a part. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning specified by Northland or the manufacturer as necessary to maintain the proper environment for the equipment or other facilities on the Customer premises. In the event Customer fails to do so, Customer shall reimburse Northland for the actual or reasonable cost of repairing or replacing any equipment or facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws

and regulations regarding the working conditions on the Customer premises. Customer has received no notice from any city, county, state, federal or other governmental agency or authority of any violation of zoning, building, fire, health, safety, environmental or other statutes, laws, ordinances, codes, regulations or orders that would have a material adverse impact on this Agreement. Customer further warrants that, to its best knowledge, there are no existing violations of such abovementioned laws.

11. Back Up and Security Measures: Customer is solely responsible for determining the suitability of the Services in light of the type of data, including personally identifiable information, that may be processed and stored by Northland. Customer represents and warrants that it currently maintains, and at all times during the term of this Agreement will continue to maintain, a separate backup of its data. Customer agrees to take appropriate measures to protect against misuses or disruption of the Services, including measures to protect against unauthorized access to the Services and any loss or corruption of its data. Customer is further responsible for the encryption of all such data, both at rest and in transit utilizing the Services provided by Northland to Customer. Customer agrees to notify Northland promptly of any unauthorized use of the Services or of any other breach of security.

12. Network Equipment: Provision of Services to Customer may require the installation of network equipment. Unless otherwise contracted in writing by both parties, equipment will remain the property of Northland. Upon termination of service, the said network equipment must be immediately returned to Northland. Should equipment not be returned in working condition (reasonable wear and tear excepted), Customer must pay replacement cost. Northland shall not be responsible for the operation or maintenance of any customer-provided communication equipment. Northland undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other customer-provided equipment used for access to or the exchange of traffic in connection with the Service. With respect to equipment provided hereunder, Northland shall pass through all manufacturers' warranties on equipment to the extent assignable and Customer shall seek remedies only from the manufacturer.

Northland's equipment and/or Services may be used with or connected to Customer-provided communications equipment such as a PBX, telephone, router, or switch. Such communications equipment shall be furnished and maintained at the expense of the Subscriber or Customer. The Subscriber or Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of Northland's service. When such communications equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. Northland undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer-provided equipment beyond Northland's point of demarcation.

13. Customer Proprietary Network Information (CPNI): CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to Northland by the customer solely by virtue of Northland-customer relationship. CPNI also includes information contained in the bills pertaining to the telephone exchange service or telephone toll service received by a customer of a carrier. You have a right and Northland has a duty, under Federal Law, to protect the confidentiality of CPNI. Notwithstanding the foregoing, Northland may use or share your CPNI with its affiliates, agents, and contractors solely for the purpose of developing or bringing to Customer's attention any products or services. Customer has the right to deny Northland's use of Customer's CPNI for these purposes, or to "opt-out". Denying approval for Northland to use Customer's CPNI will not affect the provision of Services to Customer, but granting approval will enhance Northland's ability to offer Customer new products and services tailored to Customer's needs. The complete terms and conditions of Northland's handling of such CPNI are set forth in the Northland Communications Statement of Company Policy and CPNI Operating guidelines, found at [CPNI-Operating-Guidelines](#). Northland reserves the right to modify such terms from time to time and as required by applicable law, effective upon posting of the modified terms at Northland's website or by written notice to Customer.

14. Battery Backup Information: If phone service is provided through Northland's state-of-the-art fiber optic network, it requires electric power to operate. At initial installation, Northland will provide a battery which, when fully charged, will provide up to 8 hours of backup battery power for emergency voice services, including Emergency 911 dialing, depending upon the specific device. Backup time will be shorter for batteries that are more than two years old or if the modem is kept in a hot, cold or dusty environment. For best results, batteries should be stored between 59°F and 77°F. If more backup battery power is required by Customer, batteries that have at least 24 hours of backup battery power are available for purchase. Without backup power, service will not work in the event of a power outage. This means calls will not be able to be placed or received without a backup power source. To preserve battery power, please use voice service only for emergency calls and avoid using Internet services during a power outage. Northland will not provide credits and is not liable for interruptions of service due to power outages.

15. Disclaimer of Warranty: CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND PRODUCTS, INCLUDING BUT NOT LIMITED TO PREMIUM INTERNET SERVICES, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. NORTHLAND EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICES AND NORTHLAND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, THE SERVICES, PRODUCTS, CUSTOMER PURCHASED DEVICES, AND ANY NORTHLAND MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY NORTHLAND, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. NORTHLAND DOES NOT REPRESENT OR WARRANT THAT SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, FREE FROM VIRUSES OR MALICIOUS CODE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS, NORTHLAND DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY NORTHLAND WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF SERVICES, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT NORTHLAND'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THESE TERMS AND CONDITIONS, AND NORTHLAND DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THESE TERMS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT. NORTHLAND CANNOT GUARANTEE THAT ANY CUSTOMER, INCLUDING PREMIUM INTERNET CUSTOMERS UTILIZING NORTHLAND'S DDOS SERVICE, WILL NOT BE A VICTIM OF A CYBER-ATTACK, AND CUSTOMER ASSUMES SUCH RISK WHEN USING THE SERVICES.

16. Limitation of Liability: WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THESE TERMS AND CONDITIONS, NORTHLAND SHALL NOT BE LIABLE TO CUSTOMER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT,

CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, DATA, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NORTHLAND'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL BE LIMITED TO THE AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH THE EVENTS GIVING RISE TO THE CLAIM OCCURED. NORTHLAND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, CUSTOMER PURCHASED DEVICES, FACILITIES OR SERVICES.

Notwithstanding the foregoing, the liability and obligation of Northland to the Customer may be specifically controlled and limited by such tariffs, which provide that Northland shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of Northland and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with these T&Cs, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by Northland in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. The limitations of this paragraph shall also apply to any claim or damage arising from provision or use (or failure thereof) of any 911 services, or connections to any public emergency response agencies, including but not limited to errors in emergency calling databases or transmission of correct calling telephone numbers.

17. Compliance with Laws: As between the parties, Northland shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Northland's operation and provision of the Services as contemplated in the Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Agreement. Unless specified otherwise in the Agreement, each Party shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Agreement. The Agreement is subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which Northland provides the Services. If any provision of the Agreement or these T&Cs contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision. If the relevant law or regulation applies to some but not all of the Services being provided, then such law or regulation shall take priority over the relevant provision only for purposes of those Services to which the law or regulation applies. Except as explicitly stated, nothing contained in the Agreement or these T&Cs shall constitute a waiver by Northland of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance or removal of the Services, facilities or equipment.

18. Regulatory Changes: In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Northland's delivery of Services to Customer, Customer acknowledges and agrees that Northland may pass through to Customer any such increased fees or costs. Northland shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the service charges payable by Customer under the Services Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service, provided Customer notifies Northland at least

fifteen (15) days in advance of Customer's requested termination date. Further, in the event that Northland is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Northland's delivery of, and Customer's use or consumption of the Services. In addition, if Northland determines that offering or providing the Services, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Northland may terminate the Services without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

19. Emergency Calling (Only Applicable to VoIP and Traditional Phone System Customers): Customer, by signing this Agreement, acknowledges that it has received and reviewed the 911 services disclosure to Customer, found here [Emergency-911-Policy](#) which is incorporated herein by reference, and that Customer understands the limits of the 911 capabilities offered by Northland's Services, Northland's limitations of liability, and Customer's obligations described in such disclosure.

20. Arbitration: These T&Cs require the use of arbitration to resolve disputes and otherwise limit the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Northland and Customer agree to arbitrate disputes and claims arising out of or relating to the Agreement, these T&Cs, the Services, the Products, any Northland equipment or network, or the marketing of the Services. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with these T&Cs shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under these T&Cs may be combined with a claim subject to resolution before a court of law. THESE TERMS AND CONDITIONS MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Northland may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by these T&Cs. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these T&Cs, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. Either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The Parties shall request that the three-arbitrator panel issue its decision within one hundred twenty (120) days of the date of the appealing party's notice of appeal (or such other time period as required by the AAA Rules). The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Northland and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county of Onondaga, New York.

CUSTOMER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND NORTHLAND ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND NORTHLAND AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Northland agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from these T&Cs, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

CUSTOMER AND NORTHLAND AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION: (I) ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY NORTHLAND ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (II) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND/OR (III) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

21. Proprietary Rights: All materials including, but not limited to, any Products (including related firmware), software, data and information provided by Northland, any identifiers or passwords used to access the Services or otherwise provided by Northland, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Northland to provide the Services (collectively "Northland Materials") shall remain the sole and exclusive property of Northland or its suppliers. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Northland Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Northland Materials solely for Customer's use of the Services. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Northland Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Northland Materials not expressly granted to Customer herein are reserved to Northland or its suppliers. Customer shall not open, alter, misuse or tamper with the Products or Northland Materials as provided by Northland, and shall not remove any markings or labels from the Northland Materials indicating Northland (or its suppliers) ownership or serial numbers.

22. Confidentiality: Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Northland Materials and any other information and materials provided by Northland in connection with these T&Cs.

23. Contents of Communications: Northland shall have no liability or responsibility for the content of any communications transmitted via the Service, and Customer shall defend, indemnify and hold Northland harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. Northland does not operate or control the information, services, opinions or other

content transmitted through the Service, and Customer agrees that it shall make no claim whatsoever against Northland concerning the same.

24. Data Protection: During the performance of this Agreement, it may be necessary for Northland to transfer, process and store billing and utilization data and other data necessary for Northland's operations and for the performance of its obligations under this Agreement. Customer hereby consents that Northland may transfer, store, and process such data to provide the Services, and that it may use such data for its own internal purposes and as allowed by law.

25. Software: If software is provided to Customer hereunder, Northland grants Customer a limited, non-exclusive, and non-transferable license to use such software for the sole and limited purpose of using the Services for Customer's internal business purposes during the term of the Agreement. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software. Upon termination of a Service, the license to use any software provided by Northland to Customer for such Service shall terminate and Customer shall return or destroy any copies of the software provided to Customer.

26. Indemnification: Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Northland, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Northland Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by the Northland Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by the Northland Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following: (a) Customer's use or misuse of the Services; (b) Customer's failure to comply with any applicable law, order, rule, regulation, or ordinance or these T&Cs; and/or (c) personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct. Northland Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

27. Third Party Products and Information: Where Customer is to provide Northland with information or access in relation to any third-party products or the integration of the Services into Customer's network, then information or access will be supplied to Northland in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for provision of such information or access to Northland for Northland's use in its performance of the Agreement. Upon delivery of the information or access, Customer represents and warrants to Northland that it has obtained all such necessary consents and licenses.

28. Survival: Provisions of these T&Cs, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Agreement.

29. Force Majeure: Northland shall be excused from performance, and shall not have any liability to Customer, or any other person or entity, with respect to any failure of Northland to perform its obligations under the provisions of this Agreement if such failure is due to a force majeure event, including, without limitation, any labor dispute, fire, flood, storm, earthquake, riot, legal enactment, governmental regulation, Act of God, equipment failure, cable cut, global supply chain shortages, or action or order of any judicial, legislative, governmental, or quasi-governmental authority, or any other cause beyond Northland's reasonable control. Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control.