



## VOICE SERVICE TERMS AND CONDITIONS

These terms and conditions ("Terms"), along with the pricing, products, and services described in Rocket Fiber's Confidential Services Proposal (collectively, "Product Descriptions") and any other agreement and order you have with Rocket Fiber with respect to the Voice Services ("Ancillary Agreement"), constitute the Agreement ("Agreement") between Rocket Fiber LLC ("Rocket Fiber", "we", or "us") and the user ("you," "user" or "Client") regarding Rocket Fiber's business communications services and any related voice products or services ("Voice Service"). The Agreement governs both the Voice Service and any equipment, such as a Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection Equipment, used in conjunction with the Voice Service and it applies to all lines on each Rocket Fiber account. This Agreement is effective on the date Rocket Fiber makes the Voice Service available to you (the "Effective Date"). Rocket Fiber may, at its discretion and without notice, modify or update, change, add to or omit any terms in this Agreement, and you are responsible for regularly checking these Terms to monitor for any changes. Your continued use of this Voice Service after one (1) full billing cycle constitutes your agreement to such changes. If there is any conflict among the parts of the Agreement, the following order of precedence applies: (1) the Ancillary Agreement (but only as applicable to the relevant Voice Service) takes precedent over (2) the Product Descriptions, and the Product Descriptions (but only as applicable to the relevant Voice Service) take precedent over (3) these Terms.

**BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE AND CONSENT FULLY TO ITS TERMS AND CONDITIONS. IF YOU ARE ACTIVATING THE SERVICES ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT TO BIND THAT COMPANY ENTITY TO THE TERMS OF THIS AGREEMENT.**

### **1. EMERGENCY SERVICES - 911 DIALING**

**YOU SHOULD BE AWARE THAT THERE ARE SOME CIRCUMSTANCES UNDER WHICH YOUR E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN SOME WAY. EXAMPLES OF THE LIMITATIONS OF YOUR E911 SERVICE WHEN COMPARED TO A TRADITIONAL TELEPHONE SERVICE ARE LISTED IN THIS SECTION. YOU ARE STRONGLY ADVISED TO FAMILIARIZE YOURSELF WITH THIS SECTION AND DISCUSS IT WITH YOUR ROCKET FIBER REPRESENTATIVE IF THERE IS ANYTHING YOU FIND CONFUSING OR YOU DO NOT UNDERSTAND.**

**1.1 911 Dialing.** All of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Clients have basic 911 in locations where the emergency center is not equipped to receive your telephone number and address. With basic 911, the local emergency operator(s) answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator(s) your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

**1.2 Notify All Users.** YOU SHOULD INFORM ANY CUSTOMERS, EMPLOYEES, GUESTS OR OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE VOICE SERVICE OF THE IMPORTANT DIFFERENCE IN, AND LIMITATIONS OF, ROCKET FIBER 911 DIALING AS COMPARED WITH TRADITIONAL BASIC 911 OR E911. The documentation that accompanies each piece of equipment you may purchase or lease will include a sticker concerning the

potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility to place the 911 Sticker as near as possible to each phone that you use with the Voice Service. If you did not receive a 911 Sticker with your Equipment, or you require additional 911 Stickers, please contact our customer care department at 844-847-6253 for more stickers at no additional cost.

**1.3 Location of Voice Service.** This Voice Service is provided at a specific permanent address and not available as a nomadic offering. Before you move to another location, you must notify Rocket Fiber to determine if service can be provided at your new permanent address. **If you attempt to use the Voice Service without notifying Rocket Fiber and receiving our permission, emergency personnel may not be able to locate you to adequately respond to an emergency. Even with E911, emergency personnel may be dispatched at the address listed with us and not the address where you use the service if you fail to follow the requirements of this paragraph.**

**1.4 Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any phone line that you are using with the Voice Service, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM ROCKET FIBER CONFIRMING THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.

### **1.5 Voice Service Outages.**

- (a) Voice Service Outages Due to Power Failure or Disruption.** Depending upon your location, network backup power systems may be in place during the event of a power failure. The equipment provided may also provide limited battery backup. Consult with Rocket Fiber to determine whether or not your equipment has battery backup.
- i. Equipment with battery backup.** Battery backup on qualifying equipment is limited. Excessive use during a power outage will result in shortened life of the internal battery. The equipment may provide indication of low battery voltage. Client should contact Rocket Fiber for instructions or replacement. Failure of network power backup systems or the internal backup system during a power failure or disruption will prevent all Voice Service, including 911 dialing, from functioning.
- ii. Equipment without battery backup.** Equipment that does not have a battery backup cannot support 911 dialing in event of a power failure or disruption. If there is an interruption in the power supply, the Voice Service, including 911 Dialing will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the equipment prior to utilizing the Voice Service, including 911 Dialing.
- (b) Voice Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Voice Service or ISP Voice Service.** Voice Service Outages due to Internet Outage or Suspension or Disconnect of Broadband Voice Service or ISP will prevent all Voice Service, including 911 dialing, from functioning. You understand you must obtain your own Internet connection or obtain service from us (where available) to use the Voice Service. We may not control your Internet access or the quality of your Internet connection. We are not responsible for problems caused by your Internet connection or for any third-party products or service, nor will we contact any third-party providers on your behalf.
- (c) Voice Service Outage Due to Disconnection of Your Rocket Fiber Account.** Voice Service outages due to disconnection of your account will prevent all Voice Service, including 911 Dialing, from functioning.
- (d) Voice Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Voice Service is provided or otherwise impede the usage of the Voice Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Voice Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Voice Service, including the 911 Dialing feature, may not function. You acknowledge that Rocket Fiber is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Voice Service, and any loss of Voice Service, including 911 Dialing, which may result. In the event you lose Voice Service as a result of blocking of ports or any other impediment to your usage of the Voice Service, you will continue to be responsible for payment of the Voice Service charges unless and until you disconnect the Voice Service in accordance with this Agreement.
- (e) Voice Service Outages Due to Equipment or Hardware Configuration, Patches or Other Third Parties.** You may be using hardware or equipment that uses policies or other filters to monitor and

block traffic, or you might install (or your equipment or hardware might automatically install) patches or updates that alter your configuration, your IT staff or third-party contractor may intentionally or inadvertently block the ports over which the Voice Service is provided or otherwise impede the usage of the Voice Service. In any of those events, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Voice Service is impeded, and unless and until the blocking, impediment, or misconfiguration is removed or the blocking, impediment or misconfiguration is otherwise resolved, your Voice Service, including the 911 Dialing feature, may not function. You acknowledge that Rocket Fiber is not responsible for the blocking of ports or configuration of your systems by you, your contractor, your equipment or hardware, or any other impediment to your usage of the Voice Service, and any loss of Voice Service, including 911 Dialing, which may result. In the event you lose Voice Service as a result of blocking of ports, patches or updates, or any other impediment to your usage of the Voice Service, you will continue to be responsible for payment of the Voice Service charges unless and until you disconnect the Voice Service in accordance with this Agreement.

- (f) Other Voice Service Outages.** If there is a Voice Service outage for any reason, such outage will prevent all Voice Service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

**1.6 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Voice Service as compared to traditional 911 dialing over traditional public telephone networks.

**1.7 Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using your 911 Dialing service are answered or addressed by any emergency response center. We together with our service providers and vendors disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We together with our service providers and vendors disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. **NEITHER ROCKET FIBER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SERVICE PROVIDERS, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE.** You shall defend, indemnify, and hold harmless Rocket Fiber, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you or Rocket Fiber in connection with the Voice Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Voice Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Voice Service to be able to use 911 Dialing or access emergency service personnel.

**1.8 Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Voice Service.

**1.9 Non-exclusive, Non-transferable License; Retention of Rights.** The right to use any of the Voice Service granted to the Client is nonexclusive and nontransferable, and Client shall prohibit use of the Voice Service by any third party other than Client for such Client's internal business purposes. It is expressly understood that title to the Voice Service, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property belong to Rocket Fiber or its underlying providers and does not pass to the Client.

**1.10 Restrictions:** Client shall not:

- (a) copy or adapt the Voice Service for any purpose, except as specifically permitted under this Agreement;
- (b) use the Voice Service except in accordance with all applicable laws and regulations, and except as set forth in any documentation or instructions provided by Rocket Fiber;
- (c) reverse engineer, translate, decompile, or disassemble the Voice Service;

- (d) use the Voice Service in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide Voice Service or process data for the benefit of, or on behalf of, any third party other than the Client;
- (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Voice Service; or
- (f) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

## 2. SERVICE

**2.1 Term.** The term of your Voice Services ("Term") are subject to the following. If you have entered into a fixed-Term order with Rocket Fiber, then the provisions of Section 2.1(b) apply; otherwise the provisions of Section 2.1(a) apply.

- (a) **Monthly Terms:** If you do not have a fixed-Term order, then the Voice Services are offered to you on a month-to-month Term that begins on the date Rocket Fiber activates your Voice Service and ends on the day before the same date in the following month. If activation is delayed due to circumstances beyond Client's control, then the Term starts on the earlier of the date the activation occurs or six (6) months following the Effective Date of the Agreement. Should you postpone the date of activation more than one time, you will be charged two-hundred fifty dollars (\$250) per location for each postponement after the first postponement. However, we are not required to grant any postponement of the activation date and a postponement request may be treated as a request to cancel the Voice Services. The Term of this Agreement automatically renews on a monthly basis unless either party gives the other written notice of non-renewal at least thirty (30) days before the end of the then-current Term. You are purchasing the Voice Service for full monthly Terms, meaning that if you attempt to disconnect Voice Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current Term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite ten (10) day notice of disconnection prior to the expiration of the then current Term. Expiration of the Term, suspension or disconnection of Voice Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.
- (b) **Term Agreements:** Some products/services are available under a fixed-Term order ("Term Order"). The Term starts on the day of the last billed new Voice Service, or product (if applicable) whichever is later, and billing for Voice Service commences when each Voice Service is activated. If activation is delayed due to circumstances beyond the Client's control, then the Term starts on the earlier of the date the activation occurs and six (6) months after the Effective Date of the Agreement. Should you postpone the date of activation more than one time, you will be charged two-hundred fifty dollars (\$250) per location for each postponement after the first postponement. However, we are not required to grant a postponement of the activation date and a postponement request may be treated as a request to cancel the Voice Services. The Term will automatically renew on a month-to-month basis under then-current monthly pricing pursuant to Section 2.1(a) thereafter (in each case, a "Renewal Term"), until terminated in accordance with the remaining terms of this Agreement.
  - i. Either party may terminate a Term Order, for any reason or for no reason, at the end of the current Term or any Renewal Term by providing the other party with not less than ninety (90) days prior written notice of termination.
  - ii. Either party may terminate a Term Order if the other party has committed a material breach of this Agreement, and such breach is not cured within thirty (30) days of the date the party in breach receives written notice of the breach. If we terminate this Agreement under this Section 2(b)(ii) you shall pay us a termination fee equal to the sum of one hundred percent (100%) of the remaining minimum monthly fees that would have been incurred for the remainder of the Term of this Agreement (the "Termination Charge"), plus all fees incurred prior to the date of termination of services, plus any damages incurred by us as a result of your material breach.
  - iii. Before the end of the any term or Renewal Term, and without your breaching this Agreement, you may terminate a Term Order with respect to all Voice Services by written notification to us. The Agreement shall terminate thirty (30) days thereafter, at which time you shall pay us a termination charge equal to the sum of one hundred percent (100%) of the remaining minimum



monthly fees that would have been incurred for the remainder of the Term of this Agreement as a Termination Charge, plus all fees incurred prior to the date of termination of services. Client has a right to reduce its Voice Services requested without penalty if the reduction is related to a decrease in the number of the Client's employees utilizing the Voice Services, and not to shift Voice Services to a different provider.

## 2.2 Appropriate Use.

- (a) **Usage Review.** Rocket Fiber reserves the right to review usage of the Voice Services to ensure you are using them in a manner consistent with the Agreement, applicable law, and normal use of Rocket Fiber's network ("Normal Use"). Consistent with Normal Use, you agree to use Rocket Fiber Voice Services for normal voice or fax calls and will not employ methods or equipment to take advantage the Voice Services by using the voice or fax services excessively, in violation of any limitations or restrictions applicable to the Voice Services, or for means not intended by Rocket Fiber. Rocket Fiber may terminate Voice Service immediately if it determines, in its discretion, your use of the Voice Services is inconsistent with Normal Use. We reserve the right to at any time enforce this policy. For subscribers where usage to high cost areas (for example such as calls to rural numbers, Alaska or Hawaii) exceeds 5% of total call or fax traffic, or more than 5% of call or fax volume lasts less than 10 seconds, such usage may be deemed excessive in the discretion of Rocket Fiber. For such usage, you agree to pay a per minute or per page fee surcharge in excess of established levels at the current Rocket Fiber rate. The surcharge is currently \$0.03 per minute and/or \$0.03 per fax page which may be amended by Rocket Fiber on fifteen (15) days' prior notice to you. This surcharge applies to all plans, including the unlimited plans. Alternatively, in the discretion of Rocket Fiber, your Voice Service may be immediately terminated.
- (b) **Small Business Unlimited Usage Definition:** Rocket Fiber's definition of "unlimited usage" is based on the combined number of inbound and outbound voice minutes and fax pages (excluding all Rocket Fiber advertising and informational messages). We reserve the right to at any time enforce this policy in accordance with its terms. If the average voice usage exceeds 3,000 minutes per extension or over 500 fax pages within any thirty (30) day period, such usage shall be deemed excessive. In that event, you agree to pay a per minute or per page surcharge, which is currently \$0.03 per minute and/or \$0.03 per fax page which may be amended by Rocket Fiber on fifteen (15) days' prior notice to you. This overage fee applies to all plans including the unlimited plans. Alternatively, in the discretion of Rocket Fiber, your Voice Service may be immediately terminated.
- (c) **Enterprise Usage Definition:**
- **Hosted Simple** – Unlimited usage – all seats with 10-digit telephone numbers come with an acceptable use of 2,000 minutes of long distance. The 2,000 minutes for each seat are pooled at the group/child account level. If the account has five (5) unlimited seats with telephone numbers, then the account has a total of 10,000 minutes of long distance that are shared by the five seats. Outbound long distance (LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.
  - **Hosted Select** – Each call path includes 2,000 minutes of long distance. The 2,000 minutes for each call path are pooled at the group/child account level. If the account has five (5) call paths, then the account has a total of 10,000 minutes of long distance that will be shared by all of the hosted seats. Per minute overage charges will apply if the limit is exceeded. Outbound long distance (LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.
  - **SIP Trunking** – Unlimited Usage – Each call path includes an acceptable use policy of 2,000 minutes of long distance. The 2,000 minutes for each call path are pooled at the group/child account level. If the account has five (5) call paths, then the account has a total of 10,000 minutes of long distance that will be shared by all of the DIDs. Per minute overage charges will apply if the limit is exceeded. Outbound long distance (LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.
  - **Virtual Fax** – The Virtual Fax 500 plan includes 500 inbound and outbound fax pages. Fax pages that exceed 500 pages will be billed to Customer at \$0.03 per page which may be amended by Rocket Fiber on fifteen (15) days' prior notice to you.

## 2.3 Prohibited Uses.

- (a) **Unlawful.** You shall use the Voice Service and the Equipment only for lawful purposes. We reserve the right to immediately disconnect your Voice Service without notice, if, in our discretion, we determine that you have used the Voice Service or the Equipment for an unlawful purpose. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Voice Service. If we believe that you have used the Voice Service or the Equipment for an unlawful purpose, we may share the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our sharing of any such communications and information to these authorities. In addition, Rocket Fiber will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.
- (b) **Inappropriate Conduct.** You shall not use the Voice Service or the Equipment in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Voice Service without notice, if, in our discretion, we determine that you have used the Voice Service or the Equipment in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Voice Service. If we believe that you have used the Voice Service or the Equipment in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Rocket Fiber will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, Rocket Fiber reserves all of its rights at law and equity to proceed against anyone who uses the Voice Service illegally or improperly.

## 2.4 Copyright; Trademark; Unauthorized Usage of Equipment; Firmware or Software.

- (a) **Copyright; Trademark.** The Voice Service and Equipment and any firmware or software used to provide the Voice Service or provided to you in conjunction with providing the Voice Service, or embedded in the Equipment, and all Voice Service, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our Marks.
- (b) **Unauthorized Usage of Equipment; Firmware or Software.** You have not been granted any license to use the firmware or software used to provide the Voice Service or provided to you in conjunction with providing the Voice Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Voice Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. We reserve the right to prohibit the use of any interface equipment that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface equipment that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface Equipment with the Voice Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**2.5 Tampering with the Device or Voice Service.** You shall not change the electronic serial number or Equipment identifier of the Equipment to perform a factory reset of the Equipment without our prior written

consent. We reserve the right to disconnect your Voice Service if we believe, in our discretion, that you have tampered with the Equipment. In the event of such disconnection, you will remain responsible for the full charges to the end of the current Term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Voice Service or make any use of the Voice Service that is inconsistent with its intended purpose.

**2.6 Theft of Voice Service.** You shall not use the Voice Service in a manner calculated to avoid Rocket Fiber policies and procedures. You shall not obtain or use the Voice Service in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your Voice Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Voice Service. Failure to do so in a timely manner may result in the disconnection of your Voice Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Voice Service using Equipment stolen from you and any and all stolen, fraudulent or unauthorized use of the Voice Service. Rocket Fiber reserves all of its rights at law and equity (but is not obligated) to proceed against anyone who uses the Voice Service illegally or improperly, but you remain liable for any charges related to access to or use of the Voice Service under your account, whether or not that access or use was authorized by you.

**2.7 Return of Equipment.** Clients may return Equipment to us and we will also waive our termination fee, subject to the following: Voice Service is disconnected within the first thirty (30) days following the activation of the Voice Service; you return the Equipment to us within fourteen (14) days of the date you disconnected Voice Service; we receive the Equipment in its original condition; you return original proof of purchase (if applicable) with the Equipment, together with the original packaging, all parts, accessories and documentation; and you pay all costs of returning the Equipment back to us.

If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at [missioncontrol@rocketfiber.com](mailto:missioncontrol@rocketfiber.com) or 844-847-6253.

**2.8 Ownership and Risk of Loss.** If you purchase the Equipment, you bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

**2.9 No 0+ or Operator Assisted Calling; May Not Support x11 Calling.** The Voice Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, calling cards or 900 calls). The Voice Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) Voice Service in one or more (or all) service areas.

**2.10 Incompatibility with Security Systems, Elevators, and Other Equipment.**

The Voice Service may not be compatible with security systems, elevators, and other equipment. You may be required to maintain a telephone connection through your local exchange carrier in order to use any monitoring functions for any security system, elevator, or other equipment installed in your business. You are responsible for contacting your vendors to test the compatibility of any alarm monitoring or security system, elevators, and other equipment with the Voice Service. Rocket Fiber hereby disclaims all responsibility and liability with respect to compatibility with any security system, elevator, or other equipment installed in your business and the Voice Services, and you will indemnify and hold harmless Rocket Fiber from and against any third-party claim related to or associated with any incompatibility.

**2.11 Scope of Voice Service.**

- (a) To use the Voice Services, you are required to purchase and implement other services (“Separate Services”), such as broadband data services. Except as expressly stated in an Ancillary Agreement, (i) all Separate Services are independent of the Voice Services, and the failure, unavailability or termination of Separate Services does not affect the terms of the Voice Services or this Agreement, even if the Voice Services cannot be used due to that failure, unavailability, or termination, (ii) you are solely responsible for maintaining all contracts and agreements with respect to the provision and support/maintenance of Separate Services, and (iii) fees and costs for

Separate Services are not included in the pricing for Voice Services, and you are solely responsible for payment of all such fees and costs.

- (b)** The Voice Service and the Equipment are solely and exclusively for the use of the Client and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. Client acknowledges the Voice Service and the Equipment were developed, compiled, prepared, revised, selected and arranged by Rocket Fiber and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable industrial and intellectual property and trade secrets of Rocket Fiber and its licensors, suppliers, and service providers. Client agrees to protect the proprietary rights of Rocket Fiber and all others having rights in the Voice Service and the Equipment during and after the Term. Client acknowledges and agrees that it has no ownership rights in and to the Voice Service and that no such rights are granted under this Agreement. Client shall honor and comply with all written requests made by Rocket Fiber or its suppliers to protect their and others' contractual, statutory and common law rights in the Voice Service and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. Client agrees to notify Rocket Fiber in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Voice Service or the Equipment infringe upon any copyright, trademark, or other contractual, statutory, or common law rights.
- (c)** Client shall not access the Voice Service through any medium or Equipment which Rocket Fiber has not authorized in writing, nor may any medium or Equipment by which the Voice Service is provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without Rocket Fiber's prior written consent. In addition, Client shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Voice Service or any portion thereof with or to any other equipment, network or software that Rocket Fiber, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Voice Service or any portion thereof and, from time to time, upon Rocket Fiber's request therefore, Client shall promptly notify Rocket Fiber in writing of any and all such equipment, network and software. Voice Service expressly provided by Rocket Fiber for operation on Client's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and Client shall bear all cost and responsibility for such equipment.
- (d)** Unauthorized access or use is unlawful, and Rocket Fiber and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. Client agrees to notify Rocket Fiber in writing promptly upon becoming aware of any unauthorized access or use. Client shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Voice Services and/or the equipment. Client may use the Voice Service solely for its internal business purposes and may not use the Voice Service for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Voice Service or any portion thereof, except as Rocket Fiber may expressly permit under a separate development license with Client.
- (e)** The analysis and presentation included in the Voice Service shall not be recirculated, redistributed or published by Client except for internal purposes without the prior written consent of Rocket Fiber and where necessary, with certain sources of the information included in the Voice Service.
- (f)** Client shall not use any of Rocket Fiber's or its affiliated companies' trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with Client, and Client acknowledges that it has no ownership rights in and to any of these names and Marks.
- (g)** Client acknowledges and agrees that Rocket Fiber may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an affiliated company of Rocket Fiber, which may discharge those responsibilities, obligations and duties on behalf of Rocket Fiber.



### **3. EQUIPMENT**

**3.1 Equipment Purchases:** You may purchase telecom Equipment to utilize the Rocket Fiber Voice Service.

- (a) Purchases from Rocket Fiber. For Equipment purchased directly from Rocket Fiber, you will be deemed to have accepted the items five (5) days after each is delivered and installed, unless you notify us in writing to the contrary. Customers returning Equipment for credit after five (5) days will automatically be billed a 20% restocking fee, along with an additional 10% fee for each additional thirty (30) day period. If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at [missioncontrol@rocketfiber.com](mailto:missioncontrol@rocketfiber.com) or 844-847-6253. Rocket Fiber may, at your request, facilitate the provision of Equipment from a third-party supplier or resell certain Equipment. Procuring and maintaining that Equipment is your sole responsibility. While we suggest and resell some Equipment brands and facilitate your purchase of some Equipment as an accommodation, the original Equipment manufacturer and not Rocket Fiber shall be responsible for any Equipment defects. To the extent permitted by the Equipment manufacturer, Rocket Fiber will pass all original Equipment manufacturer warranties for the Equipment to you and will not have any liability to you regarding such Equipment. Please check the Equipment provider's website for warranty, return rules and other terms and conditions applicable to such third-party Equipment supplier. ALL EQUIPMENT SALES ARE FINAL. Equipment may be returned to the manufacturer in the event of a defect that arises within the applicable warranty period, provided you comply with the terms of this Section and the manufacturer's Return Materials Authorization ("RMA") policy. Prior to returning the Equipment, you must contact Rocket Fiber so Rocket Fiber can determine whether a defect exists and to receive an RMA number, which is required along with the return. You must ship the Equipment to the manufacturer at the address provided by Rocket Fiber in accordance with all RMA procedures. You have ten (10) days after receipt of an RMA to ship the Equipment back to the manufacturer at the address we provide. You must pay all shipping fees. Once the manufacturer has received the Equipment, the original Equipment manufacturer will deal with the Equipment under its applicable warranty policy.
- (b) Customer-Provided Equipment. If you provide your own Equipment or Equipment purchased from a third party ("Customer-Provided Equipment"), then prior to connecting the Customer-Provided Equipment to the Voice Services you must (i) provide Rocket Fiber with the details of the Customer-Provided Equipment, including make and model and software version, and (ii) cooperate with Rocket Fiber in certifying that the Customer-Provided Equipment is compatible with the Voice Services. Rocket Fiber may charge a certification fee as part of this process, and you might be required to provide samples of the Customer-Provided Equipment to Rocket Fiber for review. You acknowledge that some makes and types of Equipment are not compatible with the Voice Services, and Rocket Fiber disclaims, and you hereby release Rocket Fiber from, any liability with respect to the compatibility of Customer-Provided Equipment with the Voice Services, even if that Customer-Provided Equipment was previously certified by Rocket Fiber. As between Customer and Rocket Fiber, all Customer-Provided Equipment is owned by Customer and Customer is solely responsible for its maintenance and support. Customer-Provided Equipment is not eligible for any credit, return, replacement, or other program made available only for Equipment purchased or rented directly from Rocket Fiber.

**3.2 Equipment Rentals.** In addition to the other services referred to in this Agreement, we may rent Equipment to you for the sole purpose of use in connection with the Voice Service. The term of use of the Equipment will be coterminous with the end of the term for the Voice Service and any extensions thereof; you will be deemed to have accepted the items five (5) days after each is delivered and installed, unless you notify us in writing to the contrary. You may return any defective Equipment to us for a replacement as long as it has not been misused or damaged by you, your agents or invitees. Furthermore, you shall be responsible for ensuring that any Rocket Fiber Equipment is maintained in a secure location, and you shall be fully liable for any and all costs and charges associated with damage to or loss of Rocket Fiber Equipment.

- (a) If you are not in default under this Agreement, your End of Contract ("EOK") options for phone(s) or Equipment are: (i) to automatically renew the term for your other services including the Equipment; (ii) purchase the Equipment for its/their then fair market value from Rocket Fiber or one of its vendors; or (iii) return the Equipment. You must give us three (3) months prior written notice

of your EOK option choice. Under option (ii), upon receipt of all amounts due for the purchase of the Equipment, clear title will be transferred to you on an "As Is, Where Is" basis.

- (b) If you elect to return Equipment to us upon expiration of your contract, you must notify us in writing of your intent at least three (3) months prior to contract expiration and you must return the Equipment to us within two (2) business days following the EOK. The Equipment must be in good condition and working order, reasonable wear and tear expected ("Good Working Order"). We reserve the right to recover full reimbursement from you for the reasonable cost and expense incurred by us to restore such Equipment to Good Working Order. You will return the Equipment to a location in the United States designated by us. You are responsible for any costs associated with de-installation, packing, proper content labeling and return of the Equipment. Prior to return of Equipment, you are responsible for removing all your information and data, including programs not licensed to the Equipment. We have no obligation to remove your information or any other party's information from any Equipment. The return of Equipment shall constitute a full release by you of any leasehold rights or possessory interest in the Equipment.

#### **4. CHARGES; PAYMENTS; TAXES; DISCONNECTION**

**4.1 Billing.** We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears), including but not limited to: activation fees; monthly Voice Service fees; equipment rental fees; usage charges; international usage charges; advanced feature charges; advanced features/add-ons; regulatory recovery fee, universal service fund recovery fees; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The calculation of such fees and charges may change from time to time. Rocket Fiber may introduce new products and services at special introductory pricing. Introductory pricing may change at Rocket Fiber's discretion. Notification of monthly invoices will be sent to you via mail or your email address on file with us. Any usage charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the rate schedules found on our website.

The above fees are defined as follows:

**Activation Fee** - This fee covers charges for setting up your account and activating you on our system.

**Monthly Voice Service Fee** - This is the basic charge associated with your Voice Service. This fee includes the calling charges defined by your plan; the features associated with your plan and basic account Voice Service.

**Equipment Rental Fees** – This is the charge associated with the rental of Equipment for the sole purpose of use in connection with the Voice Service.

**Usage Charges** - If you exceed the number of calling minutes on your plan, Rocket Fiber will bill you for the minutes you use above your allowance. Rocket Fiber also bills for calls to directory assistance and other information services.

**International Usage Charges** - These are the fees associated with calls to locations outside of the US and Canada.

**Advanced Features, Add-Ons, Premium Voice Services** – Rocket Fiber charges additional fees for enhanced features and services such as Virtual Phone Numbers.

**Universal Voice Service Fund** - The Universal Voice Service Fund (USF) provides support to promote access to telecommunications and broadband services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. All telephone companies that provide service between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these services to the USF.

**Taxes** – Rocket Fiber is required to bill and collect local, state and federal taxes imposed on Rocket Fiber customers by the various taxing authorities. Rocket Fiber passes all taxes it collects on to the appropriate taxing authority.

**911 Fees** - State and/or local governments may assess fees on Rocket Fiber to pay for emergency services in your community. Rocket Fiber bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. Rocket Fiber is committed to supporting public safety services and resources in your State.

**4.2 Billing Disputes.** You must notify us in writing within thirty (30) days after receiving your statement if you dispute any Rocket Fiber charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

**Rocket Fiber LLC  
Attn: Billing  
1505 Woodard Avenue  
Suite 300  
Detroit, MI 48226**

**4.3 Payment and Collection.**

(a) **Payment.** Payment is due upon your receipt of the bill. If payment is not received by the due date, a late fee of one and one-half percent (1.5%) per month, calculated on the unpaid balance, will apply.

(b) **Collection.** If your Voice Service is disconnected, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

(c) **Notices.** Rocket Fiber will provide ten (10) days advance notice prior to disconnection of service.

**4.4 Disconnection; Discontinuance of Voice Service.** We reserve the right to suspend or discontinue the Voice Service generally, or to disconnect your Voice Service or a service component, at any time in our discretion. If we discontinue the Voice Service generally, or disconnect your Voice Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a prorated portion of the final month's charges. If your Voice Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Rocket Fiber will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus. You acknowledge that disconnection of any separate service (e.g., broadband connectivity) might result in your inability to use the Voice Services, but you will continue to be charged for the Voice Services until those are terminated in accordance with this Agreement.

**4.5 Taxes.** State and local governments may assess taxes, surcharges and/or fees on your use of Rocket Fiber Voice Service. These charges may be a flat fee or a percentage of your Rocket Fiber charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Voice Service or equipment. Such amounts are in addition to payment for the Voice Service or equipment and will be billed to you as set forth in this Agreement. If you are exempt from payment of such taxes/surcharges/fees, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your exempt status. Exemption will only apply from and after the date we receive such certificate.

**4.6 Charges for Directory Calls (411).** We will charge you \$1.00 for each call made to Rocket Fiber directory assistance.

**4.7 Charges for Operator Assisted Calls (0).** We will charge you \$3.00 for each call made to Rocket Fiber operators asking for assistance.

## **5. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES**

**5.1 Limitation of Liability.** We will not be liable for any delay or failure to provide the Voice Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- an act or omission of an underlying carrier, service provider, Rocket Fiber or other third party
- equipment, network or facility failure
- equipment, network or facility upgrade or modification
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions
- equipment, network or facility shortage
- equipment or facility relocation
- Voice Service, equipment, network or facility failure caused by the loss of power to you
- outage of, or blocking of ports or other impediment to usage of the Voice Service caused by any third party
- any act or omission by you or any person using the Voice Service or Equipment provided to you
- any other cause that is beyond our control, including, without limitation, a failure of or defect in any equipment, the failure of an incoming or outgoing communication, the inability of communications including, without limitation, 911 Dialing, to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Voice Service charges with respect to the affected time period.

**5.2 Disclaimer of Liability for Damages.** IN NO EVENT WILL ROCKET FIBER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, LICENSORS, OR ANY SERVICE PROVIDER WHO DIRECTLY OR INDIRECTLY FURNISHES SERVICE TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP, OR (B) DIRECT DAMAGES IN EXCESS OF FEES PAID BY YOU OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT OR OMISSION GIVING RISE TO THE CLAIM. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

### **5.3 Indemnification and Survival.**

**(a) Indemnification.** You shall defend, indemnify, and hold harmless Rocket Fiber, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Voice Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Voice Service, relating to the Voice Service, including, without limitation, 911 Dialing, or the Equipment.

**(b) Survival.** The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

**5.4 No Warranties on Voice Service.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S



REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR EQUIPMENT WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER ROCKET FIBER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, LICENSORS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICE, EQUIPMENT, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR EQUIPMENT OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF ROCKET FIBER'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY ROCKET FIBER OR ROCKET FIBER'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE DIRECTORY LISTING INFORMATION TO A DIRECTORY CONTAINING SUBSCRIBER LISTING INFORMATION ("SLI"). WE SHALL NOT BE LIABLE FOR THE CONTENT OR ACCURACY OF ANY SLI (INCLUDING, BUT NOT LIMITED TO, A FAILURE BY ONE OR MORE DIRECTORIES TO "UN-PUBLISH" A NUMBER; ONE OR MORE DIRECTORIES PUBLISHING A WRONG NUMBER OR ONE OR MORE DIRECTORIES FAILING TO PUBLISH A LISTING) PROVIDED UNDER THIS AGREEMENT. YOU SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND US AND OUR SUPPLIERS AND SERVICE PROVIDERS FROM AND AGAINST ANY DAMAGES, LOSSES, LIABILITIES, DEMANDS, CLAIMS, SUITS, JUDGEMENTS, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING FROM, OR RELATING TO, DIRECTORY LISTINGS AND/OR RESULTING FROM OR ARISING OUT OF YOUR OR A THIRD PARTY'S CLAIM OF INACCURATE LISTINGS, FAILURE OF LISTINGS, INACCURATE USE OF THE SLI, OR FAILURE TO "UN-PUBLISH" A LISTING.

**5.5 No Hardware or Equipment Warranty.** YOU ACKNOWLEDGE THAT ROCKET FIBER IS NOT THE MANUFACTURER OF ANY HARDWARE OR EQUIPMENT. EXCEPT AS EXPRESSLY STATED IN AN ORDER, ALL HARDWARE AND EQUIPMENT IS PROVIDED BY ROCKET FIBER "AS IS" AND WITHOUT WARRANTY OR GUARANTY OF ANY KIND. YOU AGREE TO LOOK EXCLUSIVELY TO THE ORIGINAL EQUIPMENT MANUFACTURER OF SUCH HARDWARE AND EQUIPMENT WITH RESPECT TO ANY WARRANTY OR OTHER CLAIMS RESPECTING SUCH HARDWARE AND EQUIPMENT.

**5.6 No Third-Party Beneficiaries.** Except for the protections and disclaimers with respect to Rocket Fiber's suppliers, licensors, service providers, and affiliated companies, no provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

**5.7 Content.** You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Voice Service or equipment (each such person, a "User"). You shall assure that your and your User's use of the Voice Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Voice Service and remove your or your Users' content from the Voice Service, if we determine, in our discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Voice Service to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

## **6. MISCELLANEOUS**

**6.1 Entire Agreement.** This Agreement, together with any Ancillary Agreements and the fee schedules for Voice Services found on Rocket Fiber's website, constitute the entire agreement between you and Rocket Fiber and govern your use of the Voice Service, superseding any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

**6.2 Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

**6.3 Privacy.** Rocket Fiber's Voice Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Rocket Fiber is not liable for any lack of privacy, which may be experienced with regard to the Voice Service.

**6.4 Subcontractors.** You understand, acknowledge, and agree that from time-to-time during the term of this Agreement, Rocket Fiber may, in its discretion, delegate performance of some or all of its rights and obligations hereunder to third parties selected by Rocket Fiber. You hereby consent to such subcontracting activity, provided that Rocket Fiber shall remain accountable to you for the performance of any such obligations.

**6.5 Letter of Authorization.** At Rocket Fiber's request, Client shall execute a Letter of Authorization appointing Rocket Fiber or Rocket Fiber's designee to act as its authorized agent for all matters pertaining to the number(s) populated in the appropriate fields. This agency will include disconnections of service and other requests as deemed necessary by Rocket Fiber to implement the services ordered from Rocket Fiber, including but not limited to: (1) securing information for activating, porting disconnecting, editing and transferring service for Client, (2) securing information for the purposes of resolving technical issues for Client, (3) securing information for activating, removing, changing and editing Client's directory listings.

**6.6 Governing Law; Disputes.** This Agreement is governed by the laws of the State of Michigan, without regard for conflicts of laws provisions. Any and all disputes between us that arise under or in connection with this Agreement which cannot be resolved through good faith negotiation, or through discussions between each party's legal counsel, may be submitted to jury trial, to be conducted exclusively in Detroit, Michigan.

**6.7 Export Controls:** Client acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations such as those that prohibit certain services from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country.

**6.8 Additional Usage Terms:**

- (a) **INTENDED USE.** You are purchasing the Voice Service for business purposes. The Voice Service will not be used primarily for personal, family, or household purposes.
- (b) **911 SERVICE.** If you purchase broadband access as part of the Voice Service, you agree that without limiting the obligations assumed by you under, as well as the other qualifications, limitations, and restrictions imposed by, the General Terms, Rocket Fiber subcontractors are not responsible for managing 911 access.
- (c) **ACCEPTABLE USE POLICY.** Rocket Fiber's Acceptable Use Policy, which will be made available to you in writing upon request, is incorporated herein by reference.
- (d) **EQUIPMENT AND HARDWARE.** Under the terms of Rocket Fiber's agreements with its subcontractors, only Equipment provided by the subcontractor has been approved for use with some elements of the Voice Service. If you intend to use any equipment not provided by Rocket Fiber, such equipment must be certified for the solution as approved by Rocket Fiber in advance in Rocket Fiber's sole discretion. Rocket Fiber reserves the right to refuse or terminate Voice Service if you are using equipment that has not been approved by Rocket Fiber or, if applicable, a Rocket Fiber subcontractor.

**6.9 Interpretation:** You agree that you had an opportunity (and are advised) to consult legal representation to assist you in interpreting and understanding the implications, duties, and potential liabilities that arise under this Agreement. Consequently, this Agreement shall not be construed more strongly against Rocket Fiber.