

West Safety Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Schedule of Terms and Conditions
State of North Carolina
Original Title Page

February 24, 2016

*This Schedule of Terms and Conditions, issued by West Safety Communications Inc.
replaces in its entirety
the Schedule of Terms and Conditions issued by Intrado Communications Inc.*

North Carolina

Terms & Conditions

Applicable to Provision of

West Safety Communications Inc.'s

Telecommunications Services

February 24, 2016

1. INTRODUCTION

This Schedule of Terms and Conditions (“Schedule”) contains the terms and conditions under which West Safety Communications Inc. (“West Safety” or “Company”) will provide telecommunications services, including 9-1-1 Emergency Services, in the State of North Carolina. By executing an West Safety Service Order Agreement (“SOA”), or by using or paying for West Safety services described in the West Safety Communications Inc. Schedule of Services and the SOA, the Customer executing the SOA agrees to the terms and conditions described herein.

The services covered in this Schedule are subject to technical and billing availability and may not be available in all locations. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

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2. DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the Public Agency responsible for answering 9-1-1 calls (usually a PSAP).

9-1-1 Service Provider - The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

Automatic Number Identification (“ANI”) - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (“ALI”) - Information transmitted while providing E9-1-1 service that permits emergency service providers to identify the geographic location of the calling party.

Authorized User - A person, firm or corporation authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively. An Authorized User must be specifically named in the application for service.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Communications Service Provider (“CSP”) - Any provider of telecommunications service, including but not limited to ILECs, CLECs, CMRS, VoIP providers, cable companies and satellite communications providers whose customers or users dial the digits 9-1-1 to report an emergency situation requiring a response by a public agency.

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2. DEFINITIONS (CONT'D.)

Company - Whenever used in this Schedule, "Company" refers to West Safety Communications Inc., unless otherwise specified or clearly indicated by the context.

Customer - A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of the Service Order Agreement and this Schedule and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Dynamic ANI/ALI - A call processing arrangement utilizing a pANI number for NCAS-type call routing commonly associated with the delivery of mobile, nomadic or out-of-region calls and commonly involves a method to dynamically provide caller ALI information upon emergency call answer.

E9-1-1 ("Enhanced 9-1-1") - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

E9-1-1 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this Schedule, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

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2. DEFINITIONS (CONT'D.)

E9-1-1 Selective Router Trunk - A trunk from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP, or between E9-1-1 Selective Routing Tandems; the latter configuration is also known as an inter-Selective Router Trunk.

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem ("Selective Router") - The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

E9-1-1 Trunks - The trunks that connect from an End Office serving the individual telephone that originates a 9-1-1 call to an E9-1-1 Selective Router or to a Company POI.

End Office ("EO") or Central Office ("CO") - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably. More than one CO or EO may be located in the same building.

Emergency Service Number ("ESN") - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone ("ESZ").

End User - The Person that subscribes to (subscriber of record) and/or uses the telecommunications services provided by the Company or a CSP.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Governing Authority - The governing body of a state, county, city, city and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

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2. DEFINITIONS (CONT'D.)

Individual Case Basis (“ICB”) - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User - A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Local Exchange Carrier (“LEC”) - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of North Carolina and the North Carolina Utilities Commission is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a user of the service to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service may also provide access to and from the telecommunication network for long distance calling.

Meet-Point - The point to which 9-1-1 calls placed by Customer end users are delivered by a third party aggregator or transit provider to the Company's facilities interconnected with the third party aggregator or transit provider.

Multi-Line Telephone System (“MLTS”) - A telephone system comprised of common control unit(s), telephone sets, and control hardware and software. MLTS includes but is not limited to network and premises-based systems such as Centrex, PBX, hybrid, and key telephone systems.

Nonrecurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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2. DEFINITIONS (CONT'D.)

Point of Interconnection (“POI”) - The point of interface where a Customer-provided transport facility is interconnected to the Company’s network.

Point of Presence (“POP”) - The physical location from which a CSP Customer sends 9-1-1 calls placed by CSP Customer End Users to the Company’s network. The POP may be a CO housing a CLEC’s switching equipment, or it may be a physical location of a 3rd party transport-provider used by the CSP Customer to deliver 9-1-1 traffic to Company’s network; e.g., an emergency service gateway provider for a VoIP Customer.

Private Branch Exchange (“PBX”) - An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer’s Premises or extended to another Premises of the same Customer.

Pseudo Automatic Number Identification (“pANI”) - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

Public Agency - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of North Carolina that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of sever irreparable damage to property.

Public Safety Answering Point (“PSAP”) - A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider(s). PSAPs operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

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2. DEFINITIONS (CONT'D.)

Recurring Charges - The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date - The first day following the date that the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order Agreement or this Schedule, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order Agreement ("SOA") - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and in this Schedule.

Service Order Information ("SOI") - Files with end user information, conforming to NENA recommended guidelines found in "Standard Formats & Protocols" or "Standards for Private Switch E9-1-1 Database" that are needed for an E9-1-1 database management system.

Shell Records - Pre-provisioned SOI records by the Dynamic ANI/ALI method of call delivery to determine call routing and the 9-1-1 caller's ANI/ALI to be displayed at the appropriate PSAP.

Voice over Internet Protocol ("VoIP") - IP-based technology that allows real-time, 2-way voice communications over managed, dedicated private IP networks or the public Internet

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3. CUSTOMER RESPONSIBILITIES

3.1. General

The Customer is responsible for making proper application for service; placing any orders in writing, and entering into a SOA with the Company; complying with the SOA and terms and conditions of this Schedule, and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- 3.1.1** Payment of all charges for services furnished to Customer by West Safety;
 - 3.1.2** Damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer or its employees or agents; or the noncompliance by the Customer of the terms of the SOA or this Schedule; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
 - 3.1.3** Providing, at no charge to West Safety, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Customer Premises;
 - 3.1.4** Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into a SOA with the Customer;
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3. CUSTOMER RESPONSIBILITIES (CONT'D.)

3.1. General (Cont'd.)

- 3.1.5** Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Customer Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
 - 3.1.6** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
 - 3.1.7** Not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities;
 - 3.1.8** Not permitting any services provided by the West Safety to be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and/or permits.
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3. CUSTOMER RESPONSIBILITIES (CONT'D.)

3.2 Liability of the Customer

- 3.2.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 3.2.2** To the extent permitted under North Carolina law, to the extent caused by any negligent or intentional act of the Customer as described in a preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this Schedule, or with the SOA, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 3.2.3** To the extent permitted under North Carolina law, the Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Schedule or the SOA including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Schedule is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
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3. CUSTOMER RESPONSIBILITIES (CONT'D.)

3.3 Cancellation of Service and Termination Liability

3.3.1 Cancellation of Service

- A. Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.
- B. If a Customer cancels a SOA or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with terms described below in Section 7 (Payment, Billing and Collection of Charges).

3.3.2 Calculation of Termination Liability

- A. All unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
 - B. Disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus
 - C. To the extent permitted under North Carolina law, ninety percent (90%) of the Recurring Charge for the service under the SOA, multiplied by the number of lines, multiplied by the months remaining in the agreement; plus
 - D. Costs related to specially constructed or rearranged facilities, such as:
 - Costs to install the facilities to be provided including estimated costs for rearrangements of existing facilities
 - License preparation, processing, and related fees
 - Service Order preparation, processing and related fees
 - Cost of removal and restoration, where appropriate
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3. CUSTOMER RESPONSIBILITIES (CONT'D.)

3.4 Customer Equipment and Facilities

- 3.4.1** Terminal equipment and the electric power consumed by such equipment shall be provided and maintained by Customer. Customer must provision wiring and cable to connect its terminal equipment to the Company's network interface device ("NID").
- 3.4.2** Customer must ensure that Customer-provided terminal equipment and associated wiring/cabling, and interconnection facilities do not damage Company-provided equipment or wiring and does not injure Company employee or other persons. Such Customer provided equipment shall be registered b the Federal Communications Commission pursuant to Part 68 or Title 47 of the Code of Federal Regulations and such wiring shall be installed in compliance with those regulations and applicable local codes. Special interface equipment necessary to achieve compatibility between facilities and equipment of the Company and that of others shall be provided at Customer's expense.
- 3.4.3** Upon reasonable prior notification and at a reasonable time, Company may make sure tests and inspections as Company reasonably believes necessary to determine that Customer is complying with the terms and conditions related to Customer-provided equipment, facilities, and wiring as it applies to connection to Company-owned facilities and equipment.
- 3.4.4** If, in the Company's opinion, the protective requirements for Customer-provided equipment are not being complied with, or are inadequate in the circumstances to protect Company's facilities, equipment, and personnel, Company may provide additional protective equipment at Customer's expense, with Customer's prior approval. If, within ten (10) days of being notified of the need for such additional protective measurers, Customer does grant approval, Company may take whatever additional action it deems necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- 3.4.5** Customer is responsible for compatibility with West Safety services of any Customer-provided equipment, systems or access requirements. This responsibility applies at the initial installation and on a continuing basis for the duration of use of Company's services. West Safety is not obligated to alter or modify service because of additions or changes to Customer-provided equipment or a Customer-provided Communications system.
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3. CUSTOMER RESPONSIBILITIES (CONT'D.)

3.4 Customer Equipment and Facilities (Cont'd.)

3.4.6 Station Equipment – Terminal equipment on the Customer's premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Network Interface Device. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons.

3.4.7 Interconnection of Facilities – Any interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of other communications carriers that are applicable to such connections. Facilities furnished under this Schedule or the SOA may be connected to Customer-provided terminal equipment in accordance with the provisions of this Schedule. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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4. COMPANY RESPONSIBILITIES

4.1 Terms of Service

- 4.1.2 General** – The Company is responsible only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 4.1.3 Application** – The application for establishment of the Company's services is the SOA. The SOA, together with a Schedule, become a contract upon approval and execution of the SOA by the Company and the Customer, and shall be subject at all times to the provisions of the SOA and this Schedule.
- 4.1.4** Failure of the Company to assert its rights pursuant to one provision of the SOA or this Schedule does not preclude the Company for asserting its rights under other provisions of either.
- 4.1.5 Minimum Period** – Service is provided on month-to-month or on a term agreement basis. The Minimum Period of Service is one (1) year unless otherwise specified in the SOA or mutually agreed upon by separate contract. Penalties may apply for early termination of the SOA.
- 4.1.6 Continuation of Service** – Except as otherwise stated in this Schedule or the SOA, at the expiration of the initial term specified in the SOA, or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer 45 to 90 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the SOA and this Schedule prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the SOA shall survive such termination.
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4. COMPANY RESPONSIBILITIES (CONT'D.)

4.2 Limitation of Liability

4.2.1 General

To the extent permitted by North Carolina law, except as otherwise provided herein, no liability for direct, indirect, incidental, reliance, special, exemplary, punitive, consequential or damages multiple (including without limitation for any lost business opportunity/profits) shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities, including the obtaining or furnishing of information in respect thereof or with respect to the Customer (including without limitation Customer's end user customers) of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1."

4.2.2 Billing Errors

The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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4. COMPANY RESPONSIBILITIES (CONT'D.)

4.2 Limitation of Liability (Cont'd.)

4.2.3 Indemnification

To the extent permitted under North Carolina law, the Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- A. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
 - B. Any delay or failure of performance or equipment due to causes beyond the Company's direct control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof;
 - C. Any unlawful or unauthorized use of Company facilities and services;
 - D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - E. Breaches in the privacy or security of communications transmitted over Company facilities;
 - F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in this document;
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4. COMPANY RESPONSIBILITIES (CONT'D.)

4.2 Limitation of Liability (Cont'd.)

4.2.3 Indemnification (Cont'd.)

- G. Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Customer Premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
- I. Any non-completion of calls due to network busy conditions;
- J. Any calls not actually attempted to be completed during any period that service is unavailable;
- K. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

4.3 Warranty

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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5. PROVISION OF EQUIPMENT AND FACILITIES

- 5.1** The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands. The Company may obtain facilities from other carriers to furnish service from time to time as required and at the sole discretion of the Company.
- 5.2** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Schedule. If the Company is unable to meet the scheduled date for service, the Company will issue a credit.
- 5.3** The Company shall maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 5.4** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 5.5** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
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5. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D.)

- 5.6** The Customer shall be responsible for the payment of the actual labor, material, or other costs incurred by or charged to the Company for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 5.7** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the SOA, the responsibility of the Company shall be limited to the furnishing of facilities offered in the SOA, and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 5.7.1** The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- 5.7.2** The reception of signals by Customer-provided equipment.
- 5.8** **Network Interface Device** – The NID permits access to the Company's network. All wiring on the Customer's Premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any maintenance, repair, or upgrade work to the NID shall be the responsibility of, and carried out only by, the Company. The Company will make the decision whether to place the NID inside or outside the Customer Premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. The Customer shall be responsible for wiring connected to the NID on the Customer's Premises that is not provided by the Company.
- 5.9** **Non-routine Installation** – At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
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5. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D.)

- 5.10 Ownership of Facilities** – Title to all facilities provided in accordance with the SOA and the terms and conditions this Schedule remains with the Company, its partners, agents, contractors or suppliers.
- 5.11 Testing and Inspections** – Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Schedule for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring that connect Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 5.12 Protection of Equipment and Personnel** – If the requirements set forth herein that are necessary for Customer-provided equipment to protect Company facilities, equipment and personnel from harm are not in compliance with those requirements, the Company may take such immediate corrective action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for Customer to undertake additional corrective action. If Customer has not notified Company that Customer has taken the additional corrective action within ten (10) days of receiving notice, Company may take whatever additional action it deems necessary to protect its facilities, equipment and personnel from harm, including the suspension of service.
- 5.13 Non-Routine Installation and/or Maintenance** – At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
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6. SPECIAL CONSTRUCTION

6.1 General – Upon reasonable request, the Company may agree to undertake special construction for Customer. The terms, conditions and cost of such special construction will subject to separate agreement between Customer and Company.

6.2 Special construction is that construction undertaken:

6.2.1 Where facilities are not presently available;

6.2.2 Is of a type other than that which the Company would normally provide in the furnishing of its service;

6.2.3 Is over a route other than that which the Company would normally utilize in the furnishing of its services;

6.2.4 Requires a quantity greater than that which the Company would normally construct;

6.2.5 Is needed on an expedited basis;

6.2.6 May be provided on a temporary basis until permanent facilities are available;

6.2.7 Involves abnormal costs;

6.2.8 Is in advance of normal construction.

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7. PAYMENT, BILLING AND COLLECTION OF CHARGES

7.1 Payment

- 7.1.1** Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or other Authorized User regardless whether those services are used by the Customer itself or are resold to or shared with other persons.
- 7.1.2** The Customer is responsible for payment of federal excise taxes, state and local sales and use taxes, and similar taxes or charges imposed by governmental jurisdictions. Such taxes or other government imposed charges are not included in quoted rates for service.
- 7.1.3** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously provided.

7.2 Billing

- 7.2.1** Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.
 - 7.2.2** Charges for services billed on a non-usage sensitive basis will be billed monthly, in advance of the use of the service, and are due within 30 days of the invoice date.
 - 7.2.3** Charges for services billed on a usage sensitive basis will be billed monthly for services used during the preceding billing cycle and are due within 30 days of the invoice date.
 - 7.2.4** Upon termination of service, the Customer's final bill will be rendered in the next bill cycle.
 - 7.2.5** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount and submit all documentation as may reasonably be required to support the claim and permit the Company to investigate the claim. If the dispute cannot be resolved to the mutual satisfaction of Company and Customer, each party shall be free to pursue whatever legal remedies it may have.
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7. PAYMENT, BILLING AND COLLECTION OF CHARGES

7.3 Collection of Charges

7.3.1 Late Payment Fee – If any portion of the payment is received by the Company more than thirty (30) days after the payment date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then Company may impose a late payment penalty. The late payment penalty shall be that portion of the payment not received by the date due, minus any charges billed as local taxes, multiplied by 1.5%, or such other maximum percentage permitted by state law, whichever is less.

7.3.2 Return Check Charge – The Customer may be assessed the maximum charge permitted by state law, or twenty five dollars (\$25.00), whichever is less, for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

7.3.3 Reconnection Charge – If service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.

7.3.4 Changes in Service Charges – If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

7.4 Cancellation and Deferment

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities may be released for other service order activity, in which case cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied.

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8. DISCONTINUATION OF SERVICE

- 8.1** Customers will be provided ten (10) days written notice, or such other notice as required by state law, prior to discontinuance for the following reasons, provided such reasons for discontinuance of service do not conflict with applicable state law:
- 8.2.1** Nonpayment of an undisputed delinquent bill;
 - 8.2.2** Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment.
- 8.2** Company may discontinue service without notice and without incurring liability of any kind for the following reasons, provided such reasons for discontinuance of service without notice do not conflict with applicable state law:
- 8.2.1** Where a dangerous condition exists;
 - 8.2.2** By order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services;
 - 8.2.3** For failure of the Customer to make proper application for service or for use of service for any purpose other than that described in the application;
 - 8.2.4** In the event of tampering with services or equipment owned by Company or its agents or in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or service provided to others;
 - 8.2.5** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents;
 - 8.2.6** In the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, requires the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated to be the loss in revenues resulting from such fraudulent use;
 - 8.2.7** For Customer's breach of the terms of the SOA and/or this Schedule;
 - 8.2.8** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
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8. DISCONTINUATION OF SERVICE (CONT'D.)

- 8.3** Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Schedule or the SOA, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
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9. ALLOWANCE FOR SERVICE INTERRUPTION

9.1 General

- 9.1.1** A credit allowance will be given to Customer when service is interrupted, except as specified in Subsection 9.2 below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under the SOA and this Schedule.
- 9.1.2** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 9.1.3** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 9.1.4** The Customer shall be responsible for the payment of service charges for visits by Company agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
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9. ALLOWANCE FOR SERVICE INTERRUPTION (CONT'D.)

9.2 No Credit Allowance

- 9.2.1** Due to the negligence of or noncompliance with the provisions of the SOA or this Schedule by any person or entity other than the Company, including but not limited to the Customer.
 - 9.2.2** Due to the failure of power, equipment, systems, connections or services not provided by the Company.
 - 9.2.3** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.
 - 9.2.4** If the Customer continues to voluntarily make use of the service.
 - 9.2.5** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements
 - 9.2.6** For an interruption that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.
 - 9.2.7** For any interruption that is not reported to the Company within thirty (30) days of the date that service was affected.
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9. ALLOWANCE FOR SERVICE INTERRUPTION (CONT'D.)

9.3 Use of Other Means of Communications

If Customer elects to use another means of communications during the period of interruption, Service Interruption credit may be provided by Company as described herein, but the Customer is responsible for all charges for the alternative service used.

9.4 Calculation of Credit for Service Interruption

9.4.1 Credits for interruptions in service shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

9.4.2 For calculating credit allowances, every month is considered to have thirty (30) days.

9.4.3 A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

9.4.4 Interruptions of 24-Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30-minutes	None
30-minutes up to but not including 3-hours	1/10 Day
3-hours up to but not including 6-hours	1/5 Day
6-hours up to but not including 9-hours	2/5 Day
9-hours up to but not including 12-hours	3/5 Day
12-hours up to but not including 15-hours	4/5 Day
15-hours up to but not including 24-hours	One Day

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9. ALLOWANCE FOR SERVICE INTERRUPTION (CONT'D.)

9.4 Calculation of Credit for Service Interruption (Cont'd.)

9.4.5 Interruptions Over 24-Hours and Less Than 72-Hours – Interruptions over 24-hours and less than 72-hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24-hours.

9.4.6 Interruptions Over 72-Hours – Interruptions over 72-hours will be credited 2-days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

9.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8-hours or more or cumulative service credits equaling 16-hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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10. USE OF CUSTOMER INFORMATION

10.1 General

- 10.1.1** Company does not sell or rent its personally identifiable customer information to unaffiliated companies or organizations. If in the future Company decides to sell or rent such information, Company will first notify Customer and provide Customer with the opportunity to refuse to allow its information to be sold or rented to non-affiliated, third parties by West Safety.
- 10.1.2** Customer authorizes Company to monitor and record calls place by Customer concerning Customer's account or the service used by Customer.
- 10.1.3** West Safety is authorized to intercept and disclose any transmissions over Company facilities in order to protect Company's rights and/or property or pursuant to an order or subpoena of a judicial or regulatory authority of competent jurisdiction.

10.2. Customer Proprietary Network Information ("CPNI")

- 10.2.1** Federal law restricts the use of information considered to be Customer Proprietary Network Information for purposes other than providing service, without the customer's approval.
 - 10.2.2** Denial of permission for Company to use CPNI for purposes other than permitted by law will not affect the provision of or charge for any service to which Customer subscribes. Denial of permission to use CPNI will not restrict West Safety from contacting Customer for marketing purposes, but may limit West Safety's ability to tailor specific products to suit Customer's needs.
 - 10.2.3** If Customer contacts West Safety about any product or service, West Safety retains the right to access Customer's CPNI in order to fully inform Customer about those products or services.
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11. OTHER TERMS AND CONDITIONS

11.1 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

11.1.1 To any subsidiary, parent company or affiliate of the Company;

11.1.2 Pursuant to a sale or transfer of substantially all the assets of the Company;

11.1.3 Pursuant to any financing, merger or reorganization of the Company.

11.2 Force Majeure

Neither Customer nor Company will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the reasonable control of the parties, except, however, Customer is responsible for paying for any West Safety services used.

11.3 Entire Agreement

This Schedule and the SOA constitutes the entire agreement between Customer and West Safety and supersedes all prior agreements, representations, and understandings. The terms and conditions described in this Schedule can only be modified as provided below in Section 12. No written or oral statement, advertisement, or product description will contradict or supplement the terms and conditions of the SOA and this Schedule.

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11. OTHER TERMS AND CONDITIONS

11.4 Severability

Each provision of the SOA and this Schedule applies to the fullest extent permitted by applicable law. If any provision is determined to be invalid, illegal or in conflict with law of any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.5 Notices and Communications

11.5.1 The Customer shall designate in the SOA the address to which the Company shall mail or deliver all notices and other communications, including an email address if the Customer wishes, except that the Customer may also designate a separate mail address to which Company bills for service shall be mailed.

11.5.2 The Company shall designate in the SOA an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

11.5.3 With Customer's prior consent an email address may be designated as the address to which to send non-billing notices. The address to which bills are sent and to which payment shall be sent must be a mailing address.

11.5.4 Except as otherwise stated in this Schedule or the SOA, all notices or other communications required to be given pursuant to this Schedule or the SOA will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third (3rd) business day following placement of the notice, communication or bill with the U.S. Mail, or a private delivery service, prepaid and properly addressed, or on the same business day, if sent by email.

11.5.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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11. OTHER TERMS AND CONDITIONS (CONT'D.)

11.6 Notice of Service Affecting Activities

West Safety will provide Customer with reasonable notice of service-affecting activities that may occur in normal operation of Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notice requirements. Notice to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

11.7 Authority

By executing an SOA, using, or paying for West Safety's services, Customer acknowledges, represents and warrants that it has the requisite authority to enter into an agreement with West Safety and to bind itself to the terms and conditions contained herein and in the SOA.

11.8 Discrimination

West Safety's services are provided without discrimination as to any Customer's race, color, sex nationality, religion, marital status, income level, source of income, or from unreasonable discrimination on the basis of geographic location.

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12. MODIFICATION OF SCHEDULE

- 12.1** Company reserves the right to modify the terms and conditions in this Schedule from time to time. Customer affected will be notified of changes in the manner described in Section 11.5 regarding Notices and Communications. Changes will become effective ten (10) days after being posted in this Schedule on the West Safety website.
- 12.2** CONTINUED USE OF, OR PAYMENT FOR, SERVICES PROVIDED UNDER A SERVICE ORDER AGREEMENT AFTER NOTIFICATION OF MODIFICATION TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SCHEDULE SHALL BE DEEMED ACCEPTANCE OF THOSE MODIFICATIONS.

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13. STATE LAW

- 13.1** The SOA and the terms and conditions described in this Schedule shall be governed by the law of the state of North Carolina regardless of choice of law provision.
- 13.2** Customer may have certain rights under the laws of the state in which it receives Company services. To the extent applicable laws in the state do not permit the SOA and this Schedule to supersede such rights, those rights provided under applicable state law will govern.
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