



POWERNET SIP SERVICES SCHEDULE

This Powernet SIP Services Schedule is a part of and together with any Service Orders and Attachments is subject to the Dedicated Master Services Agreement between PNG Telecommunications, Inc. d/b/a Powernet ("Powernet") and Customer. Powernet reserves the right to change these terms and conditions from time to time. Posting of the updated Schedule will constitute notice to Customer of any such changes. Changes will be effective upon posting. Customer remains responsible for regularly reviewing these terms and conditions. Customer's continued use of the Services after the date of such changes constitutes Customer's acceptance of and agreement to such changes.

1. Scope. Powernet shall provide Powernet SIP Services ("Services") and if requested by customer, rental customer premise equipment ("Rental CPE") as described in this Schedule and at the rates and terms set forth in this Schedule, Service Order and Attachments. The Powernet SIP Services include SIP Local Service, SIP Outbound Service and SIP Inbound domestic and/or international Service (Toll-Free only). Customer may originate local calls via the SIP Local Service and/or long distance calls via the SIP Outbound Service. Customer will pass SIP traffic over dedicated Internet ports, dedicated private line Service or via the Public Internet to Powernet's network and Powernet will then terminate such traffic. Powernet may also deliver SIP local traffic via the SIP Local Service and/or Toll-Free traffic via the SIP Inbound Service to Customer through dedicated Internet ports, dedicated private line service or the Public Internet including TDM-originated Toll-Free calls by converting the TDM-originated calls into Internet Protocol packets and delivering such calls to Customer's IP equipment.

2. Term. The initial term of this Service, the Rental CPE and any requested Local Access Service is specified in the Service Orders. When Powernet makes Customer's Service available, Powernet will send Customer a notice confirming Customer's Service availability ("Effective Date") and the Service Order Term shall commence for the Services and Rental CPE upon the sending of such notice by Powernet. Upon the expiration of any initial Service Order Term, the Service Order Term will automatically renew for succeeding terms of one (1) month under the terms and conditions of the Service Order and this Agreement at the then current rates for such Service and Rental CPE until terminated by either party on thirty (30) days notice. This Schedule will continue to govern the parties' duties and rights with respect to any succeeding term or until all Service Orders are terminated as permitted by this Schedule or the DMSA.

3. Provisioning of Service. Powernet will make commercially reasonable efforts to provision the ordered Services within industry standard provisioning intervals. Powernet will notify Customer when the Service and Rental CPE are available for Customer's use and billing will begin at that time. In no event will the untimely installation or non-operation of Customer-provided facilities, services or equipment relieve Customer of its obligation to pay charges for the Services as provided in this Agreement.

4. Equipment.

4.1. Customer Responsibilities. Customer is responsible to provide an uninterrupted power supply including backup power or alternative service. Any power interruption will result in a loss of voice and data service including 911, E911 and similar emergency services. Powernet is not responsible for the installation, operation, maintenance, compatibility or performance of any third party service, software or hardware. If such third party hardware or software impairs operation of the Service, Customer remains liable for payment of all charges for the Service. Powernet shall not be held responsible or liable for any defects or failure in Customer's Service, computer, software, files, data, and peripherals or any other equipment or connectivity arising from or caused by any equipment or service which is not a part of Powernet's network.

4.2. Customer Provided Equipment and Broadband Service. If Customer is providing their own customer premises equipment then Customer will provide a SIP compliant phone system with adequate facilities to house and operate any equipment necessary for the Services and provide Powernet with access to any existing equipment or communication demarcation points. Customer may be responsible for coordinating the connectivity of its voice and data customer premises equipment to the Service. The Service is not compatible with all broadband services. Some broadband providers provide modems that prevent the transmission of communication using this Service. If Customer is providing their own broadband service, Customer is responsible to provide sufficient bandwidth for the Services. Powernet disclaims any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

4.3. Powernet Provided Equipment.

4.3.1. During any term and thereafter unless you provide your own customer premises equipment or purchase the Rental CPE as provided below and until full payment of such purchase price and all interest due is made in full to Powernet, any Rental CPE provided by Powernet for provision of the Service to be located at the Customer's premises ("Equipment") will remain the property of Powernet, its designee or a third party provider, notwithstanding that the Equipment, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the Equipment other than as provided herein and will hold the Equipment subject and subordinate to the rights of Powernet.

4.3.2. Customer shall: (i) at its own expense, keep the Equipment free and clear of any claims, liens, and encumbrances of any kind; (ii) make no alterations or affix any additions or attachments to the Equipment, except as approved by Powernet in writing; (iii) not remove, alter or destroy any labels on the Equipment and will allow Powernet to inspect the Equipment at any time; (iv) take such action as is necessary to protect the Equipment including but not limited to, the provision of a secure, air-conditioned space to house, and sufficient electricity to run the Equipment, reasonable steps to protect the Equipment against theft, abuse or misuse, and reasonable steps to protect the Equipment against physical damage; (v) comply with all instructions and requirements of Powernet or manufacturer's manuals regarding the care and use of the Equipment; (vi) assure that the Equipment will be operated by competent and duly qualified personnel in compliance with all laws and regulations; and (vii) provide and maintain, at Customer's own expense, at all times following delivery of the Equipment "All-Risk" property insurance covering the Products for the full replacement value, naming Powernet or a third party provider designated by Powernet as a loss payee.

4.3.3. Customer is responsible for maintaining the Equipment in good working order. No manufacturer's warranty is passed on to Customer. Customer is responsible to pay for all repairs and shipping. If the Equipment cannot be repaired ("Old Equipment"), Customer remains liable to pay the Old Equipment's total amount owed to Powernet. Powernet will replace the Old Equipment with new equipment ("New Equipment"). Customer shall pay for such new Equipment either by immediately paying for the New Equipment amount in full, executing a new amendment to the Agreement promising to pay the New Equipment amount over the remaining months of the current term of the Agreement or executing a new amendment to the Agreement promising to pay the New Equipment amount over the months of a new term of the Agreement.

4.3.4. Customer further agrees to indemnify, defend, and hold harmless Powernet and its respective officers, directors, employees, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement including without limitation, attorneys' fees and all reasonable costs and expenses of litigation arising out of, or resulting from any Equipment loss. In no event will Equipment loss relieve Customer of the obligation to pay Powernet any amounts due under this Agreement.

4.4. Return of Equipment.

4.4.1. Customer Responsibilities. Upon any termination of this Agreement, Service Order or Service, Customer will immediately return to Powernet all Powernet provided equipment, unless Customer is at the end of the Term then see section 4.4.3 below, in good working order as when it was delivered to Customer, ordinary wear and tear excepted and in such condition as to be acceptable to the manufacturer for regular maintenance without any remedial maintenance and any other property or information (including without limitation Confidential Information) obtained by Customer in connection with Customer's dealings with Powernet that Customer does not own.

4.4.2. Return During Any Term. If the Agreement, Service Order or Service is terminated by Powernet for cause or by Customer without cause prior to the expiration of any Term, and Customer does not immediately return all such items as described in the section 4.4.1 above, Customer shall pay to Powernet promptly upon receipt of any invoice the Early Termination charges described in Section 6.5 of this Agreement in addition to the fair market value of the Equipment plus all costs incurred by Powernet in protecting its Confidential Information, in retrieving or attempting to retrieve the Equipment, in repairing or restoring the Equipment and in collection of such costs or other amounts due Powernet by Customer.

4.4.3. Return After Expiration of Any Term. If Customer has Rental CPE, at the expiration of any term, Customer may purchase the Equipment for the fair market value of one dollar (\$1.00), as long as Customer's account with Powernet is current, and renew this Agreement on a services only basis. If Customer chooses not to purchase the Rental CPE and not to renew this Agreement and Customer does not immediately return all such items as described in the section 4.4.1 above, Customer shall pay to Powernet promptly upon receipt of any invoice the fair market value of the Equipment plus all costs incurred by Powernet in protecting its Confidential Information, in retrieving or attempting to retrieve the Equipment, in repairing or restoring the Equipment and in collection of such costs or other amounts due Powernet by Customer.

5. Local Access Service. If a physical connection between the Service Address and the Powernet Network is required, the following terms and conditions for Local Access Service ("LAS") apply.

5.1. Powernet Provided LAS. At the request of Customer and if included by Customer on the Service Order Form, Powernet shall provide LAS. The LAS will include any entrance cable or drop wire to that point where provision is made for termination of Powernet's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Powernet or a third party to such point of termination. The LAS shall extend to and include the equipment maintained by Powernet at the termination point of the local loop at the applicable Service Address (i.e. Demarcation Point) but shall not include Customer Provided Equipment, extended wiring, inside wiring or other equipment not maintained by Powernet at a Service Address. All equipment owned by Powernet shall remain the sole property of Powernet, and Customer expressly disclaims any right, title or interest in or to any Powernet equipment or property, or that of any of Powernet's affiliates, contractors or agents. The LAS has only one point of termination per Service Address. Any additional terminations beyond such point of termination are the sole responsibility of Customer. Customer shall provide Powernet with Building Owner authorization for all building facilities, in a form reasonably acceptable to Powernet. Powernet only provides the Service to buildings that Powernet in its sole discretion has identified as business locations. Under no circumstances will LAS be provided to residential addresses, even if business is conducted at such residential location. Customer shall execute Powernet's standard form Letter of Agency ("LOA")/Carrier Facility Assignment ("CFA") authorizing Powernet to interact directly with the LAS provider(s) to obtain LAS. Customer shall pay all charges for LAS including, without limitation, monthly charges, usage charges, installation charges, nonrecurring charges and applicable termination/cancellation charges. In the event Customer fails to maintain any necessary LOA/CFA for a Service ordered hereunder, Powernet may terminate such Service with prior written notice to Customer and Customer must pay immediately to Powernet all monthly recurring charges associated with the terminated Service for the balance of the term specified in this Agreement or Service Order.

5.2. Customer Provided Access ("CPA"). If Customer desires to order its own LAS to the POP through a third party, then Customer shall so indicate on the Service Order Form. Powernet may accept or reject such request, in Powernet's sole discretion. If Powernet does not approve the third-party provider, then Customer shall either: (i) request that such LAS be provided to the POP by another third-party provider acceptable to Powernet, or (ii) order LAS through Powernet. Unless otherwise agreed to by Powernet in writing, Customer shall have sole responsibility for installation, testing and operation of the LAS, and any services and equipment other than those specifically provided by Powernet under this Service Exhibit. Customer acknowledges that Powernet cannot disconnect or terminate LAS that are not ordered through Powernet by Customer for use with the Service. Therefore, Customer must first provide Powernet with a written Disconnect Firm Order Confirmation ("DFOC") notice(s) from the respective Local Access Provider(s). Powernet will process the Customer's disconnect Order for the Service beginning on the date in which Powernet receives the respective Local Access Provider(s) DFOC provided by the Customer. Powernet will complete the disconnect order within thirty (30) calendar days thereafter. Customer shall remain liable for all applicable rates, fees and charges for the Service sought to be disconnected hereunder, regardless of whether or not Service is usable by Customer until such time that Customer furnishes the require DFOC(S) (even if such time extends beyond the originally scheduled Service Term). In addition to the foregoing, Customer shall be subject to Early Termination Liability for any such termination as specified in the DMSA. If Customer fails to provide Powernet with the appropriate DFOC within thirty (30) calendar days from the receipt date of the disconnect Order submitted to Powernet or if Powernet disconnects Customer for non-payment or material breach of the Service Order, this Schedule or Agreement, Customer authorizes Powernet to notify the Local Access Provider(s) on behalf of the Customer to disconnect the Customer's CPA.

6. Limitation of Liability.

6.1. Customer understands and agrees that Powernet shall have no liability whatsoever associated with Customer's use of the Public Internet for Powernet's service under this agreement, including without limitations with respect to any failure, delay, loss or other damages or losses. Customer assumes total responsibility for use of the service and the internet and accesses the same at its own risk. Powernet exercises no control over and has no responsibility whatsoever for the content accessible or actions taken on the internet and Powernet expressly disclaims any responsibility for such content or actions. Except as specifically set forth herein, the service and Equipment provided by Powernet are provided without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose. Powernet makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Services or that defects in the Services will be corrected. No advice or information given by Powernet, its affiliates, contractors, agents or their respective employees shall create a warranty. No warranty is made or passed on with respect to any third party service or equipment.

6.2. Customer will defend, indemnify and hold harmless Powernet and its respective officers, directors, employees, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement including without limitation, attorneys' fees and all reasonable costs and expenses of litigation arising out of, resulting from, or based upon, any complaint, claim, action, proceeding or suit to the extent that such claim is from or in any way connected with any claims from Customer's or Customer's users' use of the Services or Equipment including any unauthorized or illegal provision or use,

any infringement by Customer or someone else using the Service with Customer's computer of any intellectual property or other proprietary right of any person or entity or from the violation of Powernet's Acceptable Use Policy ("AUP") as defined in the DMSA.

7. No Third Party Calls and No Mass Call Events.

7.1. Customer shall not send any calls that would incur any third party charges including but not limited to 800 collect, third party, 900/976 or credit card calls.

7.2. Customer represents and warrants that Customer shall not use the Services pursuant to this Agreement:

7.2.1. To provide any mass call events or voice content related services including, without limitation, chat lines or party lines.

7.2.2. In conjunction with the use of mass communications equipment of any kind including but not limited to computers.

7.2.3. In conjunction with a call center, or use of the Service for call back, call sell, fax blasting, predictive dialing, telemarketing, debit card services or any other high volume applications.

8. Regulatory Ruling Effect on Service. In the event any ruling, decision or determination by the FCC or any court of competent jurisdiction concerning IP calls is inconsistent with the description of an IP call as set forth herein, Powernet reserves the right to modify the description to be consistent with such ruling, decision or determination. In such case, Customer may terminate this Schedule without any termination liability (other than charges for IP Voice Service provided through the effective date of termination).

9. Customer Security Measures. Customer is responsible for the configuration, operation and maintenance of its Local Area Network (LAN) and for the purchase and maintenance for all equipment necessary to connect to Powernet's Network. Customer shall, at its own expense, take all reasonable physical and information system security measures necessary to protect all equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with the Service. Customer is responsible for all security measures with respect to Customer's Facilities, including firewall security policies, even if Customer uses a third party (or Powernet) to configure and implement such measures. Customer will be responsible for damage to any equipment used in conjunction with the Service. Powernet shall have no liability whatsoever for damage to Customer's information system, equipment, software or data as a result of Customer's use of the Service.

10. Interference with Network. If Powernet believes that Customer is causing interference or obstruction in the network, Powernet may immediately suspend Customer's Service without notice. Powernet will notify Customer of the issue as soon as possible and work with Customer to eliminate the condition adversely affecting Powernet's Service and restore Service. All use of the Service on Powernet's network shall comply with Powernet's AUP. Any violation of the AUP or conduct that Powernet, in its reasonable discretion, believes may subject Powernet to civil or criminal litigation or liability, charges and/or damages will be considered to be a breach of this Agreement and for which Powernet may suspend service as outlined in the DMSA. If Powernet suspends the Service pursuant to this Section, Powernet may require a reinstatement fee in order to resume Service.

11. Unpermitted Use of Service. Customer shall not alter the firmware, software, or any electronic data stored on the Equipment without the express written consent of Powernet. Customer shall not change the electronic serial number or equipment identifier or perform a factory reset of the Equipment without Powernet's prior written consent. Customer shall not attempt to hack or otherwise disrupt the Services or make use of the Services in any way that is inconsistent with its intended purpose. Customer shall contact Powernet immediately if the Equipment is stolen or if Customer becomes aware at any time that Customer's Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. Until such time as Powernet receives notice of the theft, fraudulent use or unauthorized use, Customer will be liable for all use of the Service using the Equipment stolen from Customer and all stolen, fraudulent or unauthorized use of the Service. Neither Customer nor Customer's Authorized Users may use the Services for any unlawful purpose, or in such a way as to interfere with the Service by others. Customer must not permit or assist others to misuse, abuse or fraudulently use the Service.

12. System Maintenance. In the event Powernet determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Powernet will use good faith efforts to notify Customer prior to the performance of such maintenance. In no event shall interruption for system maintenance constitute failure of performance by Powernet.

13. Missed Appointment Fee. If you miss an installation or service appointment for any reason, you must pay a missed appointment fee of one hundred fifty dollars (\$150.00).

14. Charges and Rates. The charges and rates, including recurring charges are specified in the Service Order. Customer shall select from the Services listed on the Service Order, Outbound, Inbound and Local Service. Local Service calling is unlimited. All long distance calling in the Outbound and Inbound Services is billed a per-minute charge.

15. No Emergency Service with Outbound or Inbound Service. EMERGENCY 911 OR E911 IS NOT AVAILABLE WITH THE OUTBOUND OR INBOUND SERVICE. EMERGENCY 911 OR E911 SERVICE IS ONLY AVAILABLE WITH LOCAL SERVICE. IF CUSTOMER ELECTS NOT TO REQUEST LOCAL SERVICE, CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING ON POWERNET TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES ("911 SERVICES") AND THAT IT WILL NOT ROUTE EMERGENCY SERVICES ("ES") CALLS TO POWERNET USING SUCH TNS. IN ADDITION, CUSTOMER AGREES THAT POWERNET SHALL INCUR NO LIABILITY, DIRECT OR INDIRECT TO ANY PERSON WHO DIALS OR ATTEMPTS TO DIAL 911 OR ANY OTHER EMERGENCY SERVICES NUMBER. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS FULLY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH 911 SERVICES. FURTHER, CUSTOMER WILL INDEMNIFY AND HOLD POWERNET AND ITS AFFILIATES, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, COST, LIABILITY, AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), INCURRED AS A DIRECT RESULT OF ALL CLAIMS, SUITS, OR PROCEEDINGS BROUGHT BY ANY THIRD PARTY (INCLUDING ANY END USER) THAT ARISE FROM CUSTOMER'S DIALING OR ATTEMPTING TO DIAL THE DIGITS "911" OR ANY OTHER EMERGENCY SERVICES NUMBER OR FROM ANY OTHER PERSON AT CUSTOMER'S PREMISES WHO MAY BE AFFECTED BY THE DIALING OF THE DIGITS "911" OR ANY OTHER EMERGENCY SERVICES NUMBER.

16. Outbound and/or Inbound Service. If Outbound or Inbound Service is ordered, the following applies:

16.1. The applicable continental U.S. long distance Dedicated interstate rate is determined based upon the originating state of an outbound call or based upon the terminating state of a toll-free inbound call. Domestic intrastate rates are per state and are for state-wide termination within the same state. Domestic Dedicated rates set forth in the Service Order or Attachments are shown in terms of full minutes and are billed in six (6) second increments with an initial six (6) second increment with four (4) digit rounding. All domestic rates and charges are subject to change upon five (5) calendar days notice to Customer.

16.2. Extended Domestic and International rates set forth in the Service Order, with the exception of rates for Mexico, are shown in terms of a rate per minute and are billed in six (6) second increments with four (4) digit rounding, with an initial thirty (30) second increment. Calls for Mexico are billed in full minute (60 second) increments. Extended Domestic and International rates and charges, including for Mexico and Canada, are subject to change upon one (1) calendar days notice. Service availability is subject to the availability of facilities to and in the particular countries.

16.3. Powernet reserves the right to charge all short duration calls (i.e. calls equal to or under six (6) seconds in length) a minimum of one and one-half cents (\$0.015) per answered call if Powernet determines that Customer has excessive quantities (i.e. more than 10% of Customer's total calls) of such short duration.

16.4. Customer will provide Powernet an adequate usage forecast at least three (3) months prior to such projected usage upon Powernet's request.

17. Inbound and/or Local Service. If Inbound or Local Service is ordered, the following applies:

17.1. Customer may elect to port an existing Telephone Number ("TN") to Powernet for use with the Service. Powernet will support all valid requests and will cooperate with Customer to port any TNs in accordance with Powernet's standard operating procedures. Customer is responsible for presenting to Powernet all necessary and accurate Calling Service Records ("CSRs") in a form acceptable to Powernet in its sole discretion and a copy of Customer's recent telecommunications bill containing the TN to be ported. Customer hereby represents and warrants to Powernet that Customer has all necessary rights and authority required to port any TNs.

17.2. Customer hereby agrees to indemnify, defend, and hold harmless Powernet, its Affiliates, and their officers, directors, employees and agents from and against any third party claim related to or arising out of any porting. Customer is liable for all charges for the Term, regardless of Powernet's ability to port Customer's existing TNs. If the porting of Customer's TN has to be rescheduled, Customer will be charged seventy-five dollars (\$75.00).

17.3. Customer shall complete and maintain an accurate LOA that is true, and does not contain any misleading statements and is not missing any information the absence of which would make the information provided by or statements made by Customer in the LOA misleading.

18. Local Service. If Local Service is ordered, the following applies:

18.1. EMERGENCY 911 OR E911 MAY NOT FUNCTION AT CUSTOMER'S LOCATION AT ALL TIMES. FOR EXAMPLE, EMERGENCY 911 OR E911 SERVICE WILL NOT FUNCTION WITH THE LOSS OF ELECTRICAL POWER, ACCESS CIRCUITS OR INTERNET CONNECTIVITY. DUE TO THE LIMITATIONS OF 911 OR E911 DIALING, CUSTOMER SHOULD HAVE AN ALTERNATE MEANS OF ACCESSING 911 OR E911 SERVICES SUCH AS MAINTAINING A TELEPHONE CONNECTION THROUGH CUSTOMER'S LOCAL EXCHANGE CARRIER. IN ADDITION, POWERNET WILL SEND ONLY THE CUSTOMER'S OUTPULSE TELEPHONE NUMBER OR CALLING PARTY NUMBER ON THE PREMISE EQUIPMENT TO THE 911 OR E911 NETWORK FOR TRANSFER TO THE APPROPRIATE PUBLIC SAFETY ANSWERING POINT ("PSAP"). THEREFORE, ONLY THE PHYSICAL ADDRESS LISTED FOR THE OUTPULSE TELEPHONE NUMBER OR CALLING PARTY NUMBER WILL BE DISPLAYED AT THE PSAP. POWERNET WILL NOT SEND THE STATION AUTOMATIC NUMBER IDENTIFICATION ("ANI") OF THE TELEPHONE SET MAKING THE 911 OR E911 CALL UNLESS SPECIAL ARRANGEMENTS ARE MADE. IF CUSTOMER WISHES TO IDENTIFY THE INDIVIDUAL STATION FROM WHICH A 911 OR E911 CALL ORIGINATES, CUSTOMER MUST MAKE SPECIAL ARRANGEMENTS AND WILL INCUR ADDITIONAL CHARGES. IN THE CIRCUMSTANCE WHERE THE CUSTOMER OPTS NOT TO PROVIDE END USER LOCATION INFORMATION FOR INDIVIDUAL STATIONS, NEITHER POWERNET NOR ITS AFFILIATES HAS ANY LIABILITY WHATSOEVER FOR THE PROVISION OF END USER INFORMATION TO THE 911 OR E911 SYSTEM. ANY RELOCATION OF CUSTOMER'S EQUIPMENT TO A PHYSICAL ADDRESS OTHER THAN THAT PROVIDED UPON SIGNUP, OR THE USE OF A NUMBER OUTSIDE OF CUSTOMER'S NORMAL AREA CODE OR EXCHANGE MAY CAUSE INCORRECT E911 OR 911 INFORMATION TO BE PROVIDED TO CUSTOMER'S LOCAL PSAP. UPON RECEIVING THE RENTAL CPE PLEASE LOG INTO CUSTOMER'S CONTROL PANEL AND SET THE E911 ADDRESS. POWERNET IS NOT LIABLE FOR ANY CLAIM FOR DAMAGES WHATSOEVER, INCLUDING ANY CLAIM FOR INJURIES, DEATH OR LOSS TO PERSONS OR PROPERTY INCURRED BY ANY PERSON AS A RESULT OF ANY ACT OR OMISSION OF POWERNET EITHER IN CONNECTION WITH DEVELOPING, ADOPTING, IMPLEMENTING, MAINTAINING OR OPERATING ANY EMERGENCY 911 OR E911 SYSTEM OR IN THE IDENTIFICATION OF OR THE PROVISION TO ANY EMERGENCY 911, E911 SYSTEM OF THE TELEPHONE NUMBER, ADDRESS, NAME, LOCATION OR OTHER INFORMATION OF ANY PERSON ACCESSING OR ATTEMPTING TO ACCESS AN EMERGENCY 911 OR E911 OR SIMILAR SERVICE. CUSTOMER'S SIGNATURE BELOW TO THIS AGREEMENT WILL BE CUSTOMER'S ACKNOWLEDGMENT THAT POWERNET HAS ADVISED CUSTOMER OF THESE LIMITATIONS AND THAT CUSTOMER ACCEPTS THE SERVICES WITH THESE LIMITATIONS. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS POWERNET ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 OR E911 DIALING OR ACCESS EMERGENCY SERVICE PERSONNEL.

18.2. SHOULD CUSTOMER'S SERVICE BE TERMINATED FOR NONPAYMENT OR ANY REASON WHATSOEVER, CUSTOMER WILL LOSE ITS 911 SERVICE. POWERNET SHALL NOT BE LIABLE FOR CLAIMS FOR INJURIES, DEATH OR LOSS TO PERSONS OR PROPERTY INCURRED BY ANY PERSON AS A RESULT OF ANY PERSON ATTEMPTING TO ACCESS 911 OR ANY OTHER EMERGENCY SERVICES NUMBER AFTER DISCONNECTION.

18.3. Powernet offers and supports services only in the United States and certain other countries. The Service is designed to work generally with unencumbered high-speed internet connections. If the high-speed internet connection Customer is using is not within a Powernet service area, and/or Customer's ISP or broadband provider places restrictions on the usage of the Service, Powernet does not represent or warrant that use of the Service by Customer is permitted by such other jurisdiction or by any ISP or broadband provider. Customer is solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service resulting from such use.

18.4. POWERNET IS NOT LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, AS A RESULT OF (I) ANY ACT, OMISSION OR FAILURE TO LIST CUSTOMER IN CONNECTION WITH LISTING CUSTOMER'S INFORMATION IN ANY PUBLISHED DIRECTORY; (II) ANY ERRORS OR OMISSIONS IN CUSTOMER'S INFORMATION LISTED IN ANY PUBLISHED DIRECTORY (CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF SUCH INFORMATION); AND (III) ANY ACT, OMISSION OR FAILURE TO PROVIDE CUSTOMER A CERTAIN VANITY OR TOLL-FREE NUMBER – EVEN IF POWERNET HAS INFORMED CUSTOMER THAT THE DESIRED NUMBER IS AVAILABLE.

18.5. THE SERVICE MAY NOT BE COMPATIBLE WITH CUSTOMER'S SECURITY AND FIRE ALARM SYSTEMS. POWERNET STRONGLY RECOMMENDS THAT CUSTOMER MAINTAINS A TELEPHONE CONNECTION THROUGH CUSTOMER'S LOCAL EXCHANGE CARRIER IN ORDER TO USE ANY ALARM MONITORING FUNCTIONS. YOU ARE RESPONSIBLE FOR CONTACTING THE ALARM MONITORING COMPANY REGARDING YOUR ALARM SERVICE. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS POWERNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE 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 SERVICE, INCLUDING FAILURE OR PROBLEMS WITH CUSTOMER'S SECURITY AND FIRE ALARM SYSTEMS.