

CLOUD SERVICE SUPPLEMENT TERMS & CONDITIONS

North Atlantic Networks, LLC
16 Mason Avenue, North Attleboro, MA 02760

In addition to the standard terms and conditions contained in the Service Agreement (“Agreement”) between North Atlantic Networks, LLC (“NAN”) and Customer (the “Customer”) of which this Service Supplement (“Supplement”) is a part of, the Customer agrees that the following terms and conditions apply with respect to the Cloud Services provided to Customer by NAN. In the event of any inconsistency between this Supplement and the Agreement, this Supplement shall control. In this Supplement, all capitalized terms that are not defined herein shall have the meaning given to such terms in the NAN Agreement, the Standard Terms and Conditions, the AUP and any other document referenced in the Agreement, in effect as of the date of the Agreement and posted on NAN’s Website.

1. Service Supplement for Cloud Services

Customer desires NAN to provide, and NAN agrees to provide, certain cloud hosting Services as designated on the Service Order or Detail of Service Page or Statement of Work (collectively known as “Service Order”). NAN will provision and host a Customer specified operating system and applications in a virtual environment with the vCPU, RAM and Storage resource allocations specified in the Service Order.

- 1.1. **Dedicated Server Hosting.** Dedicated Server Hosting provides a dedicated (unshared) server that resides in an NAN facility (each, a “Dedicated Server”). Customers may select from a variety of available server models and components, including operating system, CPU, RAM, hard disks, RAID, backups, network bandwidth, and other optional services offered by NAN (ex. Managed Cloud Hosting Services, Managed Security Services, etc.). Customer may order one or more Dedicated Servers and can use each Dedicated Server to execute and host multiple software programs. NAN will not use the Customer’s Dedicated Server to provide services to another customer; however, Customer may allow others reasonable use of the Dedicated Server or software programs running on the server. Additional information (e.g. scope, type, quantity and other Customer specific details) concerning the Services described in this Supplement are set forth in the Service Order.
- 1.2. **Cloud Hosting.** Cloud Hosting provides VMware virtual servers residing upon physical servers, operating VMware virtualization software, within an NAN facility for rent. Customers may rent (on a non-exclusive basis) a single VMware virtual server up to a complete server farm running thousands of virtual server partitions. The virtual servers, or Virtual machines (VMs), have their own root accounts, which can be controlled, configured, and managed by the Customer, including, but not limited to, operating systems and optional services, such as specified VM CPU and RAM. The VMware vCloud Director computing management platform enables self-service access to the Customer’s VM’s, and associated virtualized resources, through a web-based services platform (or control panel). A Cloud management director platform is used to monitor the status of the physical servers being utilized by the VMware and VM’s configured upon it, which features an automatic failover that is initiated in the event that a failed heartbeat response is not received from a physical server and automatically migrates the hosted virtual machines to another available server in NAN’s Cloud Hosting farm. NAN Cloud Services Consultants are available to assist with design selection. The Service Order sets forth additional details concerning the scope and description of the Services under this Supplement.
- 1.3. **Cloud Replication.** Cloud Replication provides disaster recovery, server replication and Cloud storage for Customer Premise Server Environments. Customers may select from a variety of available options for handling Cloud Replication.
- 1.4. **Email.** NAN will host an electronic mail software application, and associated data, on behalf of the Customer on computer systems owned or leased by NAN and operating within the NAN Network. The Service Order sets forth additional details concerning the scope and description of the Services under this Supplement.
- 1.5. **Web Hosting.** Web Hosting is a shared, fully managed web hosting solution where NAN will host one or more Web sites operated by or on behalf of Customer (each, a “Web Site”). The Customer may select from a set of pre-configured web hosting characteristics and either the Linux or Windows Server operating systems. Other options include disk space requirements, SQL database types, bandwidth, FTP access and the quantity of POP3/IMAP email accounts. Customer will be provided with a web hosting control panel to operate and adjust the configuration options. Although Customer’s Web Sites are implemented on a shared environment, Customer’s data or content is not accessible through the hosted Web Sites of other NAN customers. The Service Order sets forth additional details concerning the scope and description of the Services under this Supplement.
- 1.6. **Managed Firewall.** This service provides a stateful packet filtering firewall to allow the selective delivery or blocking based on attributes such as source and destination address, port, protocol, associated user or group, and time of day, in accordance with policy determined by Customer’s security requirements. This service may be provided via a hosted network-based firewall in the NAN network, or via a shared or dedicated firewall in a NAN datacenter. Basic service includes managed firewall service only. Enhanced service includes application control, which allows policies to permit or block data based on the application in use regardless of IP address and port (hosted network firewall only) URL filtering for white lists and blacklists, and web content filtering for selected high-level categories and subcategories (except for hosted network firewall). Premium service includes web content filtering for high-level categories and subcategories, intrusion detection and prevention, antivirus and data leak prevention (hosted network firewall only). This service includes proactive monitoring of the firewall for availability and management of policies and problem resolution to the inside Ethernet interface of the firewall, monitoring of firmware releases, vulnerabilities, and upgrades to the firewall as appropriate during scheduled maintenance windows, and management of equipment replacement in case of failure as per the manufacturer’s warranty. This service does not include event correlation, and security event monitoring is only included with intrusion detection and prevention in the premium level service. The Service Order sets forth additional details concerning the scope and description of the Services under this Supplement.
- 1.7. **Secure Remote Access.** This Service provides Customer the ability to remotely access certain Customer resources through a VPN gateway in an NAN datacenter. The Service does not include end user support, browser component or VPN Customer installation, LAN support or troubleshooting of Internet issues. The Service Order sets forth additional details concerning the scope and description of the Services under this Supplement.
- 1.8. **Antivirus.** This service filters Customer’s Virtual Servers using antivirus technology. The Service Order sets forth additional details concerning the scope and description of the Services under this Supplement.
- 1.9. **Professional Service.** This service provides certain professional Services and NAN agrees to provide such Services, all in accordance with the terms and conditions of this Supplement.
 - 1.9.1. **Scope of Services.** The scope of services to be performed by NAN (the “Professional Services”) shall be mutually agreed to on an individual Statement of Work basis. Each Statement of Work must be signed by both parties in order to be effective. Any changes in the Professional Services must be in writing in a new Statement of Work signed by authorized representatives of Customer and NAN. NAN will determine the method, details and means of performing the Professional Services. Customer will provide reasonable cooperation to NAN in connection

with NAN's performance of the Professional Services, including granting reasonable access to Customer's personnel, premises, and equipment.

- 1.9.2. **Fees and Expenses.** Customer shall make payment to NAN for all invoiced amounts for the Professional Services in accordance with the Supplement. The fees for the Professional Services shall be specified in the applicable Statement of Work. Customer shall also reimburse NAN for reasonable travel and other out-of-pocket expenses incurred directly in connection with providing the Professional Services. NAN will issue itemized invoices, monthly in arrears, for the fees and expenses in connection with the Professional Services, unless otherwise specified in the Statement of Work.
- 1.9.3. **Acceptance.** Customer shall have a ten (10) day period in which to review, inspect, and test any deliverable prepared for Customer under this Service Schedule (Professional Services) in order to determine whether such deliverable complies with the specifications and requirements defined by the parties and provided in the applicable Statement of Work (each an "Acceptance Test"). The Acceptance Test shall include the tests that the parties select by mutual agreement and identify in the applicable Statement of Work, if any, which are reasonably necessary in order to determine whether the deliverable conforms to the defined specifications and requirements. Upon completion of the Acceptance Test, Customer shall notify NAN if it rejects the deliverable. If Customer does not so notify NAN within such ten (10) day period, the deliverable shall be deemed accepted and billing for the Service will commence. To the extent that a deliverable has been rejected, and NAN confirms said rejection, NAN shall have fifteen (15) days in which to correct, at its expense, any problems or defects identified by Customer. If the deliverable still does not satisfy the Acceptance Test, then either party may terminate the applicable Statement of Work with no further liability.
- 1.9.4. **Personnel.** NAN will make available for each Statement of Work the personnel necessary in order to perform the described Professional Services. NAN reserves the right to use subcontractors in the performance of the Professional Services, and will be responsible for the obligations performed by its subcontractors to the same extent as if such obligations were performed by NAN.
2. **Service Levels.** The Service Level Agreement for Cloud Services ("SLA") located at www.nan.com, sets forth other terms applicable to the Cloud Services.
3. **Security Testing.** Customer acknowledges that security testing in the form of vulnerability assessments or penetration testing may cause disruptions to Customer's services. Customer is responsible for understanding the testing steps that will occur, backing up data prior to the test, and arranging for alternative means of operation in the event of disruption. NAN and its subcontractors will not have any responsibility or liability for any damages which may result from carrying out the testing services.
4. **Customer System Administrator.** System administration is not included in the Services provided by NAN to Customer under this Service Schedule unless otherwise specifically indicated in the Service Order. Customer is solely responsible for the management of any and all Customer software, unless included as part of a purchased Service. NAN will provide Customer with server capacity and will install operating system software provided by Customer as indicated on the Service Order. Customer agrees to install any updates and patches to its operating system software as may be requested by NAN.
5. **IP Addresses.** NAN may designate for Customer's use on a temporary basis the number of IP Addresses specified on the Order from the address space assigned to NAN. Customer acknowledges that the IP Addresses are the sole property of NAN, are only temporarily designated for Customer's use separate from the Services and are not portable. NAN reserves the right to change IP Address designations at any time, and shall use reasonable efforts to minimize any resulting inconvenience to Customer, including the provision of reasonable notice of such changes. Customer agrees that it will have no right to use the IP Addresses assigned by NAN upon termination of this Supplement and that any changes in IP Addresses that Customer may need to make after such termination are the sole responsibility of Customer.
6. **Bandwidth.** The Order sets forth the monthly amount of bandwidth to be provided by NAN to Customer under this Supplement. Customer is solely responsible for monitoring its bandwidth consumption. If Customer's bandwidth usage exceeds the amount set forth on the Service Order, Customer hereby authorizes NAN to charge Customer for additional block(s) of bandwidth equivalent in size to that originally purchased. The rates for additional bandwidth will be published on the NAN Website and may be changed from time to time, with such changes becoming applicable upon posting.
7. **Password Security/Order Validity.** It is Customer's sole responsibility to monitor use of Customer's user ID and password ("Access Codes") for all purposes, including, but not limited to, ordering from NAN's website, computing management platform and customer support portal. Customer accepts all responsibility for the security of Customer's Access Codes and utilization of the secure areas of NAN's website and computing management platform.
8. **Security.** NAN agrees to maintain reasonable and appropriate measures related to physical security to protect Customer Content. Other than responsibility for physical security, Customer shall be solely responsible for data maintenance, integrity, retention, security, and backup (unless Customer has purchased NAN's data backup, Managed Firewall and/or Anti-virus services) of the Customer Content. NAN will take commercially reasonable steps to maintain the confidentiality of the Customer Content in performing data backup services. If Customer transfers or is otherwise involved in the transfer of any Customer Content (whether in connection with its business or otherwise) over the Public Network or Private Networks, then Customer is solely responsible for compliance with any applicable laws, rules and regulations in any and all applicable regions or countries regarding the security, privacy, legality and/or safe handling of such Customer Content.
9. **Backups.** Customer is solely responsible for making backup copies of the Customer's data outside of the NAN infrastructure.
10. **Technical Support.** NAN provides 24/7/365 technical support based on the management level purchased. We limit our technical support to our area of expertise as it pertains to the service(s) purchased. The following are our guidelines when providing support:
 - 10.1. NAN provides support related to Customer's Services. NAN does not provide support for application specific issues, such as any programming, HTML, third party applications or any other such issue.
 - 10.2. NAN does not provide technical support for Customer's customers.
 - 10.3. If Customer requests technical support or management services for a server for which Customer has impaired its ability to connect to the NAN Network, NAN will provide the requested services as professional services, on a time and material basis, and Customer will be billed at NAN's then-current professional services rates and materials charges.
11. **Term:** The service period shall be specified on the Service Order. This Service shall automatically renew for successive periods with the same terms and conditions unless one party notifies the other party in writing at least thirty (30) days prior to the expiration of the current term. Contract service period shall begin on the first day NAN services are available for use by the Customer.
12. **Fees and Expenses.** Unless otherwise specified in the applicable Service Order, Customer will pay all charges for the first month of Services and charges for any setup fees in advance of the first day the Services are provided. NAN will issue itemized invoices, monthly in advance, for the fees and expenses in connection with the Cloud Services. Customer shall timely and fully pay all invoiced amounts to NAN in accordance with the Supplement. Customer shall also reimburse NAN for reasonable travel and other out-of-pocket expenses incurred in connection with providing the Cloud Services. All Charges are exclusive of taxes and other fees. Customer is responsible for paying all federal, state, and local sales, use, value added, excise duty and any other taxes or fees assessed with respect to the Charges, other than taxes based on NAN net income. Unless otherwise stated on a Service Order, Customer's Services come with a set resource (CPU, RAM, hard disks, storage, RAID, backups, network bandwidth) allotment per device per month. If Customer exceeds this allotment, Customer will be charged overage fees. The overage fee is billed in arrears, and Customer will receive a bill for any overage the month following the month that the overage occurred. It is Customer's responsibility to monitor its usage and to pay for all overages. If Customer is a

reseller, it is Customer's responsibility to monitor the usage of Customer's customers, and Customer is solely responsible for any and all overages incurred by them.

- 12.1. **Credit Cards.** If Customer pays for the Services by credit card, Customer authorizes NAN to charge Customer's credit card, to pay for any charges that may apply to Customer's account. Customer will immediately notify NAN of any changes to Customer's credit card account information (including changes to Customer's account number, Customer's billing address, cancellation of Customer's account, expiration of Customer's account, or any information that may prohibit NAN from properly charging Customer's account).
- 12.2. **Disputes.** All amounts not timely and appropriately disputed within thirty (30) days after the due date will be deemed final and not subject to further dispute. In the event Customer disputes any charges invoiced by NAN, Customer will pay the undisputed portion of the charges and notify NAN in writing about the disputed amount. In such written notice, Customer will identify in reasonable detail Customer's reasons for the dispute along with the nature and amount of the dispute. If Customer were billed in error, NAN will issue a credit for the amount billed incorrectly within sixty (60) days after it determines that an error has been made. Credits issued have no cash value and will be applied against current invoices or future services. In the event that NAN determines that the amount was billed correctly, Customer will pay the applicable disputed amount within fifteen (15) business days after NAN confirms to Customer that the amounts were properly charged, together with interest accrued since the due date.
- 12.3. **Late Payment.** Charges not paid by the due date are subject to an interest rate that is the lower of one and one-half percent (1.5%) per month or the highest rate permitted under applicable law, beginning on the first day after the due date until the relevant amounts are fully paid. Services interrupted for non-payment are subject to a US\$100 (one hundred dollar) suspension fee, per device. All amounts past due, including the suspension fee, must be paid before devices are reinstated. Services suspended or cancelled for non-payment are subject to a US\$100 (one hundred dollar) reactivation fee, per device. NAN does not guarantee the availability of the same device upon reactivation. All amounts past due, including the reactivation fee must be paid before Services are reactivated.
- 12.4. **Failure to Pay.** Failure to fully pay Customer's fees for Services and applicable taxes when due shall be a material breach of this Supplement, justifying NAN to temporarily deny service or terminate this Supplement. Customer is responsible for any costs that NAN incurs in collecting amounts from Customer, including reasonable attorneys' fees, court costs and collection agency fees.
13. **Termination.** If Customer terminates services governed by this Supplement, or if NAN terminates such services because of Customer's breach, before the end of the term set forth in a Service Order, Customer will be required to pay immediately and without setoff or delay all charges, fees and costs accrued before the termination date, all monthly recurring fees for each month remaining in the term and any other amounts that Customer owes to NAN under the Service Order or this Supplement including, but not limited to overage charges. Terminations must be submitted in writing no less than ten (30) days prior to the renewal date of the service to be effective for the next service month. If Customer has located any equipment in a NAN facility, Customer will, at its expense, immediately vacate and surrender the space and remove all of its equipment upon termination of this Supplement or applicable Service Order. If Customer has not either removed its equipment from the space or entered into an arrangement with NAN to do so within thirty (30) days following the effective date of termination, Customer will be deemed to have abandoned such equipment and any data thereon and have conveyed all its right, title and interest therein to NAN. NAN may charge, and Customer will pay, a storage fee for such equipment from the time of termination to the time the equipment is removed by Customer or deemed to be abandoned. Data may be permanently deleted from abandoned equipment by NAN in its discretion or as required by law.
14. **Proprietary Rights.** Each party acknowledges that the Supplement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Supplement. Any intellectual property shall remain the originator's property Customer and NAN acknowledge that each party has certain intellectual property rights that may be revealed or provided to the other party pursuant to the Supplement. Each party acknowledges that the Supplement does not grant any right or title in or to the other's intellectual property rights, or of any licensor, which will remain the originator's property and treated as Confidential Information under the Supplement. Customer may not remove any copyright or trademark notices, or confidential or proprietary legends from any Service or component thereof.
15. **Customer Representations.** Customer warrants, represent, and covenants to NAN that: (a) Customer is at least 18 years of age; (b) Customer possess the legal right and ability to enter into this Supplement; (c) Customer will use the Services only for lawful purposes and in accordance with the term and conditions and the AUP applicable Policies and Procedures; (d) Customer will not transmit, retransmit or store material in violation of any federal or state laws or regulations (nor permit third parties to do so) (e) Customer's content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance; (f) Customer is not located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which NAN operates; (g) Customer is not on the US Treasury Department List of Specially Designated Nationals or the US Commerce Department's Table of Deny Orders; and (h) Customer will notify Customer's end users of and make commercially reasonable efforts to ensure that Customer's end users comply with the applicable Policies and Procedures. "Policies and Procedures" means the then current NAN guidelines and instructions, as amended from time to time, that provide operating requirements, and performance requirements and other obligations of each party with respect to the Services, including, without limitation, these terms and conditions and the AUP. Customer and NAN acknowledge that any license(s) hereby granted to Customer to access and use the Services, and any related documentation, is non-exclusive, revocable and non-assignable, intended only for Customer's internal use and not for any use by or on behalf of a third party. Customer shall ensure that any person authorized to access or use the Services fully complies with the provisions of the Supplement. Customer must not make any modifications to, or copies or derivatives of, the Services, or any part thereof (including documentation). Customer will use its best efforts to ensure that data transfers occur at the times prescribed by NAN and that any data submitted to, or transferred using, the Services, and all Customer systems and programming devices, are free of material errors and viruses, worms or other malware that may disrupt, alter or damage the Services or NAN systems or devices (collectively, "Viruses").
16. **Third Party Products.** NAN may provide Customer with access to third party software and/or services ("Third Party Products") through reseller relationships that NAN has established with certain commercial vendors ("Third Party Vendors"). Unless otherwise notified, product support for Third Party Products is provided by NAN and not by the Third Party Vendor. Use of third party products is at Customer's sole risk and third party products are provided "as is" and without representation or warranty of any kind from NAN or any third party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third party rights. To the maximum extent permitted by applicable law, neither NAN nor any Third Party Vendor will be responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any Third Party Product. Customer acknowledges and agrees that it is responsible for compliance with the terms of all licenses necessary to use any Third Party Products, such terms may be updated or revised at any time by the third party from whom the rights in such Third Party Vendors originate, and that, by continuing to use or receive the Services or any Third Party Service after any such revision is made, that Customer and its End Users agree to be bound by such terms. Customer shall be fully liable to Third Party Vendors and NAN for any improper use of Third Party Products or violations of Third Party Vendor license agreements and/or applicable end user subscriber agreements. Such terms may be found at www.nan.com. If Microsoft software is included in the Services, Customer agrees to the Customer License Terms for Microsoft software that appears at www.nan.com, and Customer agrees that if Customer resells the Services, Customer will require each of Customer's customers and their users to agree to those terms. Customer shall not (a) remove, modify or obscure any

copyright, trademark or other proprietary rights notices that appear on any Third Party Product; or (b) reverse engineer, decompile, or disassemble any Third Party Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Customer acknowledges and agrees that that Third Party Software and/or services are subject to change without notice. Any Price changes become effective in the next billing cycle and may include post-billing true-ups in accordance with NAN's underlying providers' practices.

17. **Limitations.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S AND CUSTOMER'S END USERS' USE OF THE SERVICES PROVIDED BY NAN. CUSTOMER ACKNOWLEDGES THAT THE INTERNET (1) CONTAINS MATERIALS THAT MAY BE OFFENSIVE TO SOME PEOPLE AND (2) IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF NAN'S AND/OR CUSTOMER'S NETWORK FACILITIES AND THE DATA CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NAN, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, OTHER REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, LOST OR STOLEN CONTENT, LOSSES ARISING FROM THE FAILURE TO FURNISH SERVICES OR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING FROM OR RELATED TO THE SERVICES OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) EVEN IF NAN HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIABILITY OF NAN AND ITS SUPPLIERS TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT CUSTOMER ACTUALLY PAID TO NAN UNDER THIS SUPPLEMENT DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THE PARTIES HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE THEM OF AN ADEQUATE REMEDY OR CAUSE THIS SUPPLEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.
18. **Disclaimed Warranties.** NAN EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH NAN HOST COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THEREFROM IS AT CUSTOMER'S OWN RISK. ALL SERVICES PERFORMED UNDER THIS SUPPLEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. NAN DOES NOT MAKE AND DISCLAIMS, AND CUSTOMER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. NAN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. NO ADVICE OR INFORMATION GIVEN BY NAN, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY.
19. **Indemnification.** Except to the extent attributable to the gross negligence or willful misconduct of NAN, Customer will indemnify, defend and hold NAN, its employees, officers, directors, partners, representatives and affiliates harmless from and against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any expense, demand, claim, suit or judgment relating to: (a) Customer's or Customer's customers' violation of the Policies and Procedures; (b) Customer's or Customer's customers' use or alteration of the Services; (c) claims that Customer, Customer's customers or Customer's services violate or have violated applicable law or the rights of a third party; and (d) claims by users of Customer's services.
20. **Interruption of Service** NAN and its suppliers are not liable for any temporary delay, outages or interruptions of the Services, except as set forth in the Service Level Agreement. Further, NAN is not liable for any delay or failure to perform its obligations under this Supplement, where the delay or failure results from any "Act of God" or other cause beyond its reasonable control (including any mechanical, electronic, communications or third-party supplier failure).
21. **Miscellaneous Provisions.** NAN will have the right in its sole discretion at any time to substitute certain Services, or the means of delivery of certain Services, provided to Customer under a Service Order with comparable services. From time to time NAN may remove equipment from service due to age, irreparability, or other factors. Except in the event of an emergency, NAN will strive to provide Customer with at least thirty (30) days' notice before replacing equipment. This Supplement constitutes the entire agreement of the parties and supersedes all negotiations, proposals or purchase orders, written or oral, which reference this Supplement. The Supplement can be amended only by written agreement signed by duly authorized representatives of the parties. Any purchase order issued by the Customer shall be solely for the internal convenience of the Customer and no term or condition contained in a purchase order shall in any way modify this Supplement or any of the rights and obligations of either party hereunder. Cancellation requests must be received in writing at least Thirty (30) days in advance.
22. **Confidentiality.** Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology and products, including the terms and conditions of this Supplement ("Confidential Information"). Confidential Information includes, but is not limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party (except as expressly permitted by this Supplement) or disclose to any third party (except as required by law or to that party's attorneys, accountants or other advisors, and then only subject to the confidentiality provisions hereof), any of the other party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such information. Information is not Confidential Information if it: (a) is rightfully known to the receiving party prior to receipt from the disclosing party hereunder; (b) becomes known (independently of disclosure by the disclosing party) by the receiving party from a source other than one having any obligation of confidentiality to the disclosing party; (c) becomes publicly known or available; or (d) is independently developed by the receiving party. Any report or other document prepared by NAN in the performance of the Services for use by Customer shall be deemed to be Confidential Information. Notwithstanding the foregoing the parties agree that: (i) exchanges of Confidential Information between them shall be subject to all provisions of any Confidentiality Agreement in effect between the parties; (ii) any such Confidentiality Agreement is incorporated herein and made a part hereof by this reference; and (iii) to the extent of any conflict or inconsistency between the provisions of this Section and those in any such Confidentiality Agreement, the provisions of the Confidentiality Agreement will control.
23. **Severability and Partial Invalidity.** In the event any provision of this Supplement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Supplement will remain in full force and effect.
24. **Waiver.** The waiver of any breach or default of this Supplement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
25. **Force Majeure Events:** In no event shall Customer have any claim or right against NAN for any failure of performance due to causes beyond NAN's control, including, but not limited to: acts of God, fire, explosion, vandalism, cable cut, storm, flood or other similar occurrences; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality of any federal, state, or local government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; acts of terrorism; riots; wars; strikes; lock-outs, work stoppages or other labor difficulties; or supplier failures, shortages, breaches or delays.

- 26. **Dispute Resolution.** Except as otherwise specifically provided in or permitted by this Supplement, all disputes, differences of opinion or controversies arising in connection with this Supplement shall first be resolved through good-faith negotiation to arrive at a mutually-agreeable resolution. The aggrieved party shall first provide written notice of the dispute to the other party and seek resolution prior to taking any action before any court or regulator. If necessary, such discussions shall be escalated to appointed counsel or senior executives who have authority to settle such disputes for each Party. If after negotiating in good faith for a period of sixty (60) calendar days, or any agreed further period, the Parties are unable to resolve the disputes, then the Parties may seek resolution by exercising any rights or remedies available to either Party at law or in equity.
- 27. **Assignment.** Customer may not sell, assign or transfer Customer's rights or delegate Customer's duties under this Supplement either in whole or in part without the prior written consent of NAN (except pursuant to any merger, reorganization or consolidation, provided that the transferee agrees to be bound by all of the terms and conditions of this Supplement and the Service Orders), and any attempted assignment or delegation without such consent will be void. NAN may assign this Supplement in whole or part.
- 28. **Notices.** All notices, reports, requests or other communications given pursuant to this Supplement shall be made in writing, shall be delivered by hand delivery, overnight courier service or fax, shall be deemed to have been duly given when delivered, and shall be addressed as follows:

NAN:
 North Atlantic Networks, LLC
 16 Mason Avenue, Suite One
 North Attleboro, MA 02760
 Attn: Contracts

Phone: 508-339-0482 (Main #)
 Fax: 774-827-3022
 E-mail: finance@nan.com

Or to such other location as either party shall designate via certified return receipt notification to the other party

- 29. **Relationship of the Parties.** Customer and NAN are independent contractors and this Supplement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Customer and NAN.
- 30. **Governance.** This Supplement is governed by the laws of the Commonwealth of Massachusetts without regard to choice or conflict of law principles. The parties hereby agree to submit to the non-exclusive jurisdiction of the state and federal courts sitting in Massachusetts.
- 31. **Execution:** The parties hereto have executed this Supplement on the date set forth above.

AGREED AND ACCEPTED

NORTH ATLANTIC NETWORKS, LLC

CUSTOMER

 (Authorized Signature)

 (Authorized Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Name and Title: _____

Date: _____

Date: _____