



In addition to the general terms and conditions contained in the Service Agreement (the "Agreement") between North Atlantic Networks, LLC ("NAN") and Customer of which this Service Supplement is a part, Customer agrees that the following terms and conditions apply to the VOIP Service provided to Customer by NAN.

Any NAN VOIP Services or Products ("Services") made available to Customer shall be governed by the terms and conditions herein. By activating the Services, Customer acknowledges receiving, reading and understanding this Supplement and accepts the terms and conditions herein.

1. **Term.** The service period shall be as specified on the DETAIL OF SERVICES or SERVICE ORDER (Collectively, "Service Order") attached to this document. This Agreement 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 customer.
2. **911 Emergency Dialing**
 - 2.1 **911 Dialing.** 911 Dialing will be implemented and operational with the Service. Service may not be used in any geographical area different from that reported to NAN as the Customer's installation site. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. By using this Service, you authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.
 - 2.2 **Registration of Physical Location Required.** For each phone number that you use for the Service, you must register with NAN the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address.
 - 2.3 **Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.
 - 2.4 **E911 Disclosure and Notice.** Customer acknowledges that it has received, has read and understands the 911 and E911 Disclosure and Notice attached hereto as Schedule A, and has provided an executed copy of same to EarthLink Business. Services will not be delivered unless and until NAN receives an executed copy of the 911 and E911 Disclosure and Notice.
 - 2.5 **Outages due to Electrical, Internet or other General Failures.** Customer acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. Customer acknowledges that the Services will not function if there is an interruption of Customer's broadband or high-speed Internet access service.
3. **Non-Voice Systems.** Customer acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. By consenting to these terms and conditions, Customer waives any claim against NAN for interruption or disruption of such systems by the Services.
4. **Equipment.** In offering the Services, NAN may supply Equipment to Customer. All Equipment shipments are F.O.B. NAN's facility. NAN's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer will be provided with manufacturer's warranty from the date of purchase of Equipment. Customer shall be required to obtain authorization from NAN to return any Equipment. NAN will replace Equipment only if the Equipment is deemed to be defective and covered under the warranty. NAN will not cover replacement for lost, stolen, mistreated or modified equipment. Equipment returned by Customer that is not covered under warranty may be refused by NAN, and Customer will be responsible to pay return shipping charges.
5. **Billing, Charges And Payment**
 - 5.1 **Credit Terms.** All Services provided to Customer and covered by the Agreement shall at all times be subjected to credit approval or review by NAN. Customer will provide such credit information or assurance as is requested by NAN at any time. NAN, in its sole discretion and judgment, may discontinue credit at any time without notice.
 - 5.2 **Billing.** NAN will send or make available to Customer a monthly invoice for the Services and bill all charges invoiced to Customer's account to the Customer. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. Billing for monthly service fees commences upon purchase of the Services, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated. Thereafter, billing for monthly phone services will occur in advance of the month the Services are provided, whereas billing for any toll or long-distance charges will occur in arrears. NAN reserves the right to determine the thirty (30) day billing cycle period and in this respect may generate a partial month billing for the first billing for Customers Product and Services usage. After any partial first month billing, all ensuing billing will occur monthly and all monthly recurring charges will be billed complete months with no pro-rating of services should a Customer terminate prior to the end of the billing cycle. Any Service purchased on a month-to-month basis that begins after the first of the month and terminates prior to the end of that same month will be charged for the full month of Service. Any usage billing on a terminated account will be billed to the White Label Partner on the normal monthly billing cycle.
 - 5.3 **Late/Non-Payment.** If any charges for the Services are due but unpaid for any reason, NAN may suspend or terminate the Services and all accrued charges shall be immediately due. NAN may charge Customer interest (at 1.5% per month or the maximum allowable rate, whichever is less) on those charges and a late fee (to the extent allowable by law) of 10% of the past-due balance. If Customer fails to pay NAN within 30 days of billing date, NAN has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, Customer agrees to immediately pay all amounts owed to NAN. NAN reserves the right to charge Customer a \$100.00 re-establishment of service fee.
 - 5.4 **Taxes.** Prices for the Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides NAN with an appropriate exemption certificate. If any amounts paid for the Services are refunded by NAN, applicable taxes may not be refundable. At the present time, under the terms of NAN's VoIP phone service, federal excise taxes are applicable, as are sales taxes on the Equipment purchased by Customer.
6. **Tolls.** If applicable, every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the respective Plan ordered by Customer. Every call to or from Equipment using the Services that originates or terminates with a SIP service provider that is not affiliated or associated with NAN will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the respective Plan ordered by Customer. As applicable, domestic long distance calls are billed in six (6) second increments. As applicable, calls to a phone number outside the United States and Canada to a non-NAN account will be charged at the current rates published on the NAN related website. The duration of each call from the US to international

destination is to be calculated in six (6) second increments after a thirty (30) second minimum. As applicable, calls to Mexico are rounded to the minute.

7. **Telephone Number.** Telephone numbers provided by NAN ("Number") to the Customer shall be leased and not sold. Customer is not to use the Number with any other device other than the Equipment without the express written permission of NAN. NAN reserves the right to change, cancel or move the Number at its sole discretion. If, however, the Customer chooses to 'port' their existing phone number into the NAN VoIP service, the Customer shall also be able to 'port' the number out of the NAN network upon termination of service if the Customer has maintained an account in good standing with NAN.
8. **Lost, Stolen, Altered or Broken Equipment.** Customer shall not modify the Equipment in any way without the express written permission of NAN. Customer shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. Customer shall immediately notify Partner of any lost or stolen Equipment and shall cooperate with NAN in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At NAN's sole option, failure to report lost or stolen equipment in a timely manner will cause Customer to be responsible for all service fees accrued until the time that NAN is informed of the loss or theft and can effect a termination of the Services.
9. **Prohibited Uses.** Any use of the Services or any other action that causes a disruption in the network integrity of NAN or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Customer understands that neither NAN nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of NAN. Use of service shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or small business usage, unless specifically agreed to otherwise in writing by NAN and Customer.
10. **Unlimited and Fixed Minute Usage Plans.** NAN reserves the right to review usage of unlimited and fixed minute usage plans to ensure that there is no Customer abuse of such plans. Customer agrees to use unlimited and fixed minute plans for normal voice calls and will not employ methods or devices to take advantage of unlimited plans by using service excessively or for means not intended by NAN. NAN may terminate service immediately if, in its sole discretion, Customer is abusively using the unlimited minute plan.
11. **Changes to the Agreement, Services or Plan.** NAN reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan ("Change of Service. Notice will be considered received by Customers and such changes will become binding to Customers, on the date the changes are posted to the website ("Change Date"), and no additional notice will be required. NAN will post all changes thirty (30) days in advance of the effective date of change, with the exception of international calling rates, which require only 24 hours notice. If Customer does not send NAN notification of its desire to terminate this agreement or uses the Service after the Change Date, Customer is deemed to have accepted and consented to the change of terms and conditions of the Service. If Customer does not consent to the change of service and terminates this agreement, Customer will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. Customer may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge may apply. NAN may decrease prices for the Services or Plans without providing any prior notice to Customer.
12. **Restrictions and Limitation on Flat Rate and "Unlimited" Plans with Local, Intrastate and Interstate Long Distance Minutes.** NAN offers hosted services that are described as "Flat Rate" and "Unlimited" services and include telephony and other IP calling features associated with a line, seat or trunk plus unlimited inbound calling. The "Flat Rate" services include a volume of local, intra-state and outbound inter-state long distance minutes. (Please refer to the Service Order for established minute of use (MOU) volumes for NAN Products and Services.) The "Unlimited" services include unlimited local, intra-state, outbound inter-state long distance minutes, and inbound calling. Any usage in excess of the allowable "Flat Rate" volume per month, per line, seat or trunk shall be subject to overage charges (Please refer to the Service Order). Further, Customer acknowledges that any "Flat Rate" and "Unlimited" service prohibits the following telephone activities: continual fax blasting or fax broadcasting, non-FCC compliant auto dialing for telemarketing, continuous and/or extensive call forwarding, any kind of system configuration that makes outbound calling available to multiple persons, 24x7 telemarketing, call "spoofing" of any kind, activities resulting in large amounts of international calling charges, National exchange Carrier Association (NECA) charges or any other activities deemed to be abusive. Any Customer engaging in any of these prohibited activities shall be subject to immediate termination by NAN and the outstanding term of the contract shall become due and payable upon termination in addition to any other damages that NAN may suffer.
 - 12.1 **Overage Charges.** In the event interstate long distance usage exceeds the limit on a "Flat Rate" service, an overage charge per minute (as described in the service order) of interstate long distance use above the limit will be applied for those months during which such overage occurs.
 - 12.2 **Flat Rate Plans.** Not included in Flat Rate plans are International Long Distance calling, Toll Free service or other services like Directory Assistance billed on a per event basis. Flat Rate plans include applicable taxes, regulatory fees or surcharges and these shall be billed for such Flat Rate services at established rates.
 - 12.3 **International Long Distance.** International Long Distance ("ILD") services by default shall be disabled when Customer orders hosted services from NAN. If a Customer, through the ordering process, indicates that ILD services be enabled, Customer shall assume all financial responsibility for ILD usage on the account, including any usage deemed to be unauthorized or fraudulent.
13. **Broadband Disclosure and Notice.** In the event that Customer shall use the VOIP Service (i) in combination with any service not provided by NAN but provided by the Customer or the Customer's vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by NAN, which may be installed to integrate with the Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services, (iii) with any other service platform that is not connected to an NAN provided access facility, or (iv) any NAN provided equipment used in combination with any broadband Internet connection not provided by NAN, Customer agrees that is has read, understands and will abide by the terms and conditions set forth in the Broadband Disclosure and Notice attached hereto as Schedule B.
14. **Termination** NAN reserves the right, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, NAN, NAN's network or other Customers' use of the Services. NAN reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that NAN's determination is final and binding on Customer. NAN may require an activation fee to change or resume a terminated or suspended account.
15. **Privacy** NAN utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, NAN cannot guarantee the security of voice and video communications of Customer. NAN is committed to respecting Customer's privacy. Once Customer chooses to provide personally identifiable information, it will only be used in the context of the Customer's relationship with NAN. NAN will not sell, rent, or

lease Customers' personally identifiable information to others. Unless required by law or subpoena or if Customer's prior permission is obtained, NAN will only share the personal data of Customer with business partners that are acting on NAN's behalf to complete the activities described herein. Such NAN entities and/or national or international business partners are governed by NAN's privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, NAN may disclose personally identifiable information.

16. **Technical Support** NAN will make available technical support during normal business hours to Customers via telephone and e-mail for the Services and the Equipment provided. Support for other applications and uses is not provided or implied unless agreed to in writing by NAN and Customer.
17. **Breach** In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, Customer shall reimburse NAN for all attorney, court, collection and other costs incurred by NAN in the enforcement of NAN's rights hereunder and NAN may keep any deposits or other payments made by Customer.
18. **Disclaimer of Consequential Damages** In no event shall NAN or its vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided hereunder whether due to a breach of contract, breach of warranty, the negligence of NAN or its vendors or otherwise.
19. **Warranty and Liability Limitations** NAN makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither NAN nor its vendors will be liable for unauthorized access to NAN's or Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of NAN's or its vendors' negligence. Any claim against NAN must be made within 90 days of the event of the claim and NAN has no liability thereafter. NAN's liability is limited to repair, replacement, credit or refund. NAN may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than NAN. In no event shall NAN's total liability hereunder exceed the amounts paid by the Customer to NAN in the prior twelve (12) months from the date of claim.
- 19.1 NAN EXTENDS NO WARRANTY TO THE CUSTOMER OR ANYONE IN THE CHAIN OF MANUFACTURE OR DISTRIBUTION WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED HERewith, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMIT OF LIABILITY FOR A PRODUCT OR SERVICE DEFECT OF ANY KIND SHALL BE, IN THE NAN'S SOLE OPINION, REPAIR OR REPLACEMENT OF THE PRODUCT OR SERVICE OR THE REFUND OF ANY MONIES PAID FOR THE PRODUCT OR SERVICE. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE ANY OF THE PRODUCTS OR SERVICES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Service Availability.** NAN does not warrant to Customer the continued availability of any of the NAN Products and Services, and Customer hereby expressly releases NAN from any liability whatsoever for any loss or damage to Customer or by virtue of the failure of NAN to accept or fill any orders due to particular shortages or general service availability. NAN will use commercially reasonable efforts to make NAN Products and Services available in the quantities and at the times specified by Customer in its service orders, but reserves the right to defer service delivery dates, as it may deem necessary in the exercise of its business judgment. Furthermore, NAN reserves the right from time to time, in its sole discretion, without thereby incurring any liability to Customer with respect to any service order placed by Customer, or otherwise, to discontinue or to limit its production of any Product or Services, to alter the design of any NAN Product or Service or to add new and additional products or services to its lines of business. With respect to making a significant change in its service offerings, NAN will provide NAN with thirty (30) days written notice.
21. **Export Compliance** Customer agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.
22. **Phone Numbers and Web Portal Discontinuance** Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to Customer by NAN or its vendors.
23. **Software Copyright** Any software used by NAN in connection with the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it.

IN WITNESS WHEREOF, North Atlantic Networks, LLC and the Customer have executed this VOIP Service Supplement as of the day and year written below.

NAN – North Atlantic Networks, Inc. (LLC)

Customer

(Authorized Signature)

(Authorized Signature)

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

**VOIP Service Supplement
Schedule A
Important 911 and E911 Disclosure and Notice
North Atlantic Networks, LLC.**

The Federal Communications Commission ("FCC") requires that NAN, like all Voice Over Internet Protocol ("VoIP") service providers, inform its customers of any differences between the 911 and E911 access capabilities available with NAN VoIP Services (the "VoIP 911 and E911 Service") as compared to the 911 and E911 access capability available with traditional wireline non-VoIP telephone service. A copy of the FCC order containing the disclosure rules is available at <http://www.fcc.gov/cgb/voip911order.pdf>. It is important that you understand how these differences affect your ability to access 911 and E911 services.

The FCC's rules also require us to obtain and keep a record on file showing that you have received and that you understand this 911 and E911 Notice. If we do not receive your reply promptly, we may be required by FCC rules to suspend your service until we do receive your reply.

By executing this Notice, you are affirmatively acknowledging that (i) you have read and understood this 911 and E911 Notice, (ii) you understand that you may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service, and (iii) you understand that you must inform users of the VoIP Services that they may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service.

- NAN VOIP 911 AND E911 SERVICES MAY NOT OPERATE DURING A POWER OUTAGE. You understand and acknowledge that the VoIP 911 and E911 Service will not function in the event of a power failure or disruption. Should there be an interruption in the power, the VoIP Services, including the VoIP 911 and E911 Service, will not function until power is restored and your equipment may need to be reset.
- NAN VOIP 911 AND E911 SERVICES WILL NOT OPERATE IF YOUR BROADBAND/INTERNET CONNECTION IS DISRUPTED. You understand and acknowledge that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by NAN will prevent you from using the VoIP Services, including the VoIP 911 and E911 Service.
- NAN VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS YOU PROVIDED TO NAN WHEN SERVICE WAS INITIATED. You understand and acknowledge that VoIP 911 and E911 Service will not function if you move your device to a different street address or location other than your Registered Address. You also acknowledge that it may take several days for any change in address to be processed. Accordingly, you should notify NAN in advance of any and all changes to your Registered Address by contacting Technical Support at (508) 339-0482 ext 3. Failure to provide the current and correct physical address and location of your device may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.
- EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK. You understand and acknowledge that public safety answering point ("PSAP") and emergency personnel may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected and/or if your VoIP 911 or E911 Service is not operational for any reason.
- NAN VOIP 911 AND E911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to 911 dialing over traditional non-VoIP public switched telephone networks.
- IN ADDITION, YOU SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING 911 AND E911 SERVICES AND YOU MUST INFORM USERS OF NAN VOIP 911 AND E911 SERVICE OF THESE ALTERNATE MEANS.

IN NO EVENT SHALL NAN, ITS PARENT COMPANY, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR VENDOR WHO MAY FURNISH SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THE VOIP SERVICES OR THE EQUIPMENT BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS WHATSOEVER ARISING FROM OR RELATING TO 911 DIALING AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO 911 DIALING.

NAN DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE VOIP SERVICES ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. NAN DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. NAN RELIES ON THIRD PARTIES TO ASSIST NAN TO ROUTE 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. NAN DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

I acknowledge that I have received, read and understand this 911 and E911 Disclosure and Notice. I represent that I am an authorized representative of the company identified below to execute this Notice on behalf of such company.

Company Name: _____
Signed: _____
Printed Name: _____
Title: _____
Date: _____

**VOIP Service Supplement
Schedule B
Broadband Disclosure and Notice
North Atlantic Networks, LLC**

NAN allows business customers to use their cable modem, DSL modem, or other broadband Internet connection to make and receive Voice over IP (VoIP) phone calls. In the event that Customer shall use any services provided by NAN (“**Service**”) (i) in combination with any service not provided by NAN but provided by the Customer or the Customer’s vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by NAN, which may be installed to integrate with the Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services (collectively referred to as “**Customer Equipment**”), (iii) with any other service platform (provided or not provided by NAN) that is not connected to an NAN provided access facility (collectively referred to as “Off-Net”), or (iv) any NAN provided equipment used in combination with any broadband Internet connection not provided by NAN, Customer agrees as follows:

1. NAN will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support or maintenance regarding any Customer Equipment used in connection with the Service.
2. Customer understands that it may experience quality of service issues or degradation in Service resulting from the Customer Equipment. The Service Level Agreement will not be applicable to any Service provided to Customer used in combination with the Customer Equipment.
3. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and the Acceptable Use Policy, and any additional documentation corresponding to the Service, which can be found on www.nan.com and shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, licenses, permits, franchises, or similar approvals which are necessary or required to be obtained by the Customer in connection with the Customer Equipment.
4. NAN reserves the right to terminate the Service(s) in accordance with the terms and conditions of the Agreement immediately and without advance notice if NAN, in its sole discretion, believes that the above restrictions on use have been violated.
5. Customer acknowledges that it has received, has read and understands the 911 and E911 Disclosure and Notice and has provided an executed copy of same to NAN.

I acknowledge that I have received, read and understand this Broadband Disclosure and Notice. I represent that I am an authorized representative of the company identified below to execute this Notice on behalf of such company.

Company Name: _____
Signed: _____
Printed Name: _____
Title: _____
Date: _____