

1. In the event that the Customer cancels this order after orders have been placed by B&B Networks, all non-recurring charges, whether the charge has been waived or not, will be the responsibility of the Customer.
2. Early Termination Charge – In consideration for fixed rates for the term of the agreement which are lower than B&B Networks normal monthly rates or normal usage rates, the Customer agrees to the following early termination charges:
  - a. The early termination charge for the B&B Networks services listed in the Network Services Agreement section titled “*Service Description and Pricing*” is equal to fifty percent (50%) of the monthly rate multiplied by the months remaining in the minimum term after termination.
  - b. Early Termination Charges for an individual service are billable at the time of termination of the individual service and due within thirty (30) days after the bill date.
  - c. Early Termination Charges will be waived for an individual service in the event that the Customer signs a new agreement with B&B Networks for services equal to or greater than one hundred percent (100%) of the remaining value of the individual service under this agreement.
  - d. On Month-to-Month term Agreements, the Customer may terminate service with 30 days written notice to B&B Networks with no Early Termination liability.
3. Initial service availability and implementation timeframes are subject to infrastructure availability and cannot be guaranteed. Charges apply when B&B Networks completes installation and makes the service(s) available to the Customer for use.
4. The Customer understands that in canceling services currently provided by its existing provider, it may be assessed termination, disconnection or other charges by such existing service provider. Payment of such termination, disconnection or other charges shall be the sole responsibility of Customer.
5. Customer may not sell, transfer or assign this contract without the prior, written consent of B&B Networks. Any assignment in derogation of the foregoing sentence is null and void and does not relieve Customer of its obligations under this contract. In the event Customer sells or otherwise transfers its business and/or assets to a new or existing entity, Customer shall continue to be obligated under this contract (including, without limitation, the early termination provisions), unless and until the new or existing entity expressly assumes the contract and B&B Networks consents to such assumption.
6. Customer may cancel this agreement within the first ninety (90) days of the installation date without incurring termination liability, if Customer experiences service interruptions or service related problems that B&B Networks is unable to correct within thirty (30) days of written notice by Customer.
7. A B&B Networks Customer with an existing service contract with B&B Networks may request to move their services to a new location within the B&B Networks service area, without incurring termination liability charges, if the entire set of service subject to the contract are moved to the new location.
8. The term of this contract shall begin on the date that all services contracted for are installed.
9. Billing will commence on the date of installation. Ported telephone numbers will commence billing on the actual due date of the port request. The B&B Networks Network Service Agreement will set forth the applicable non-recurring charges and recurring charges for the Service. Unless otherwise expressly specified in the Network Service Agreement, any non-recurring charges shall be invoiced by B&B Networks to Customer upon the Service Commencement Date. Invoices are delivered monthly. B&B Networks bills in advance for Service to be provided during the upcoming month, except for charges that are dependent upon usage of Service, which are billed in arrears. Billing for partial months is prorated based on a calendar month. All invoices are due twenty (20) days after the date of invoice. Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.
10. B&B Networks may hire or pay a third party for collection of charges under this contract in the event Customer does not pay by the due date for charges. Customer will pay B&B Networks amounts past due plus B&B Network’s attorney’s fees, collection fees and other legal expenses

including, but not limited to court costs. Liability for legal expenses and attorney fees applies notwithstanding collection efforts may be settled prior to an actual legal proceeding.

11. In the event that changes to regulatory requirements or conditions increase B&B Networks costs of providing service, then B&B Networks reserves the right upon thirty (30) days written notice to Customer to increase the price of any service provided under this contract by an amount sufficient to enable B&B Networks to recover its increased costs resulting from said changed regulatory requirements or conditions. In the alternative, B&B Networks reserves the right to discontinue service to Customer upon thirty (30) days written notice if its costs of providing service increase as a result of changes to regulatory requirements or conditions. In the event that B&B Networks increases any rate pursuant to this provision, then Customer may discontinue the affected service without payment of any early termination payment requirement otherwise applicable, provided that Customer affords B&B Networks not less than thirty (30) days written notice of its intent.

12. The customer acknowledges that title to the subject property and the right of possession thereto shall be and remain that of B&B Networks until the full purchase price is paid or until the completion of the full rental term or lease term other than month-to-month.

13. In no way will B&B Networks be held responsible for indirect, special or consequential damages resulting from the use of the above described property or implementation of this agreement.

14. All provisions of this contract shall be considered as separate terms and conditions. In the event any one provision is deemed illegal, invalid or unenforceable, all of the other provisions shall remain lawful and enforceable as if the illegal, invalid or unenforceable provision were not a part hereof.

15. All contracts are subject to the approval of an officer of B&B Networks, Inc.

16. Facilities and supplemental equipment such as local area network infrastructure and power are not a part of this agreement unless otherwise specified.

17. **WARRANTY** – B&B Networks hereby guarantees any equipment listed in the *Service Description and Pricing* section of the Network Services Agreement against defective material or workmanship for one year from the date of said property is delivered. This guarantee will be void and will not apply to any equipment repaired by personnel other than an authorized representative of B&B Networks, or which has been tampered with or damaged by the customer or its representatives in any manner.

18. **MAINTENANCE AND REPAIR SERVICE** will be available on a twenty-four (24) hour per day basis and can be obtained by contacting the B&B Networks offices via telephone or email. Service after normal business hours may incur additional costs. A B&B Networks service representative will respond to a service request within one (1) business day for normal repair service and within three (4) hours in the case of a complete failure or emergency service request.