

Terms

NCS WIRELESS, LLC shall provide, and the named customer shall purchase from **NCS WIRELESS, LLC**, the services described ("Services" or "Service" as the context may dictate) in this Phone Services Agreement ("Agreement").

1. DEFINITIONS. For the purposes of this Agreement, the following definitions apply:

Customer: The person, firm, corporation or other entity that orders or uses Services and is responsible for compliance with all Customer obligations set forth in the Agreement, including the duty to pay for Services. End User: Any person that receives or uses **NCS WIRELESS, LLC** services, irrespective of whether such person or entity is authorized by the Customer to receive or use Services. "End User" shall also mean any person or entity Customer or its carrier Customer provides telecommunications and/or related services using, in part, Services provide by **NCS WIRELESS, LLC**. Hosted Voice Service: Digital Phone Services and features offered by **NCS WIRELESS, LLC**. Service Order: A document which identifies the type of Service to a Customer, including but not limited to the following: quantity and type of service; location served, Point of Termination, protocols, service term, service date.

2. SCOPE. This Agreement provides rate stability for the Services described herein. The Agreement will be governed by the laws of the State of **KENTUCKY**, and the applicable rates in this Agreement. Additional terms and conditions may be associated with specific Services. **NCS WIRELESS, LLC** reserves the right to unilaterally amend all terms and conditions in response to regulatory changes beyond the control of **NCS WIRELESS, LLC** that materially alter the feasibility or economics of the Services provided. Enhanced or information Services purchased under this Agreement may be provided by **NCS WIRELESS, LLC** or a corporate affiliate at **NCS WIRELESS, LLC**'s sole discretion. Any costs associated with modifying or reprogramming Customer's equipment to make it compatible with **NCS WIRELESS, LLC**, provided Service will be the responsibility of Customer.

3. TERM. Unless otherwise specified, the term of this Agreement shall commence the date of execution of the Agreement, or if earlier, on the Service activation date (the "Effective Date"). Service plans having a defined term automatically renew for successive equivalent terms at pricing then existing at the time of renewal, unless **NCS WIRELESS, LLC** or Customer provides written notice of termination at least 30 days prior to the end of the current term or prohibited by law. Customers who decline term plan renewal but retain **INTERNET** Service will be converted automatically to a month-to-month agreement at the end of the current term. Month-to-month customers may not be entitled to prior term-plan pricing or discounts.

4. CHARGES AND EXPENSES OF COLLECTION. **NCS WIRELESS, LLC** records shall document Customer's Service location(s), quantities, and monthly recurring local rates stabilized under this Agreement, as well as the applicable one-time charges for initial installation, discounts or credits, which are incorporated into this Agreement by reference. In addition to the monthly charge(s), the Customer will pay federal and state end user common charges that would be applicable to comparable services obtained from the incumbent local exchange carrier; federal, state and local use, excise, sales and privilege taxes; applicable surcharges related to universal service programs, emergency telephone service (911/E911) and telecommunications relay service for the hearing impaired; pay phone surcharges; and other similar surcharges for required programs. **NCS WIRELESS, LLC** shall not be responsible for wrong numbers made to Customer's toll-free number. All costs and expenses, including but not limited to costs, reasonable attorney fees, and service charges, incurred by **NCS WIRELESS, LLC** in collecting payment will be an expense of and charge to Customer. Customer agrees to pay each bill in full by the payment due date. Late payment charges will be billed at 1.5% per month, five dollars (\$5), or the maximum lawful rate allowable under applicable state law, whichever is higher.

Prices for the services do not include any custom duties, sales, use, value added, excise, federal, state, local, public utility, universal services or other similar taxes. All such taxes shall be paid by customer and will be added to any amounts otherwise charged to customer.

If charges are unpaid for any reason including, but no limited to, non-payment, **NCS WIRELESS, LLC** may suspend services and customer will incur a late of \$5 dollars, or 5% of the outstanding balance whichever is greater.

Returns & Adjustments. Any defective equipment may be returned to **NCS WIRELESS, LLC** which will replace defective equipment at no additional cost. Client may cancel service with written 30-day notice with a detailed explanation for canceling. **NCS WIRELESS, LLC** is not obligated to refund an unused portion of the monthly payment upon cancellation. If customer has prepaid for the duration of their term, **NCS WIRELESS, LLC** will refund unused premium minus cancellation fees. This will be provided to the customer 30 days after cancellation.

5. REFUND & RETURN POLICY.

Contact Us If you have any questions on how to request a refund, contact us @ **859-336-0732** OR **INFO@NALLYCOMPUTERSERVICE.COM**.

6. DIRECTORY LISTING. For Hosted Voice Service, Customer's name, address, telephone number and any other information listed on the Agreement are certified as correct by the Customer, and it is understood and agreed that Customer's white page directory listing will appear using that information. It is Customer's sole responsibility to inform **NCS WIRELESS, LLC** in writing of any change in the information, including telephone number or address, at least 90 days prior to the local telephone directory issue date, which will be provided to Customer upon request. **NCS WIRELESS, LLC** assumes no liability whatsoever for (a) any telephone numbers published or distributed by Customer prior to confirmation that the number is installed and terminating properly or that the Service is connected to the proper facilities, or (b) errors in the listing due to directory publishing errors or omissions. Customer releases **NCS WIRELESS, LLC** from any damages for any error, including listing omissions, related to a directory listing.

7. 911. Customer will provide accurate End User name and address information for the purpose of updating the E-911 Database. If the End User address provided on a Service Order does not convert to a valid Master Street Address Guide (also known to as the "MSAG") address for the End User locality, **NCS WIRELESS, LLC** will notify Customer and stop all processing of the order until Customer provides an MSAG-compatible address. Customer assumes all responsibility for the accuracy of the End User data that Customer provides to **NCS WIRELESS, LLC** for entry into the E-911 Database. Customer shall indemnify and hold **NCS WIRELESS, LLC** harmless from any claims, damages, or suits related to the accuracy of data provided by Customer for inclusion in the E-911 Database. Customer will provide (and update as necessary) **NCS WIRELESS, LLC** with accurate information related to E-911 Service, including, but not limited to: location of individual telephone stations and a description of Customer's facilities, equipment and software for the Services. Based upon the information supplied by Customer, **NCS WIRELESS, LLC** will provide the Services and advise the appropriate agencies as required. Customer acknowledges and understands that access to emergency services through 911 and E911 calls is limited and not guaranteed. Customer acknowledges and understands that the Hosted Voice Services supports E911 (where available) and that access to emergency service is available only if the service is operated from the service location of record and then only if subscriber has an active connection to the service. Subscriber acknowledges and understands that if there is a service outage (even related to extended power outages) for any reason, such outage may prevent all Hosted Voice Services, including 911 dialing. Customer also acknowledges that it will take **NCS WIRELESS, LLC** up to 30 days to get the correct address information to E911 Database

and that during that time the E-911 Database may have the wrong address information. Customer will indemnify and hold **NCS WIRELESS, LLC**, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including **NALLYCOMPUTERSERVICE.COM** reasonable attorney fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to E-911 services. Customer is responsible for notifying **NCS WIRELESS, LLC** of any change to the location or address related to any **NCS WIRELESS, LLC** Hosted Voice Service as outlined in this section. It is also Customer's responsibility to regulate the E-911 number for each service, phone system, feature or extension.

8. CALLER ID. Customer warrants that they will only use Outbound Caller ID (the number that will be displayed to the receiving party when you make an outgoing call) for numbers that they own or have expressed written consent to represent. Customer will indemnify and hold **NCS WIRELESS, LLC**, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorney fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to Caller ID Services. Customer is responsible for notifying **NCS WIRELESS, LLC** of any change with caller ID. It is also Customer's responsibility to regulate the Caller ID number for each service, phone system, feature or extension. **NCS WIRELESS, LLC** may, in its sole and absolute discretion, deny use of Caller ID information provided by Customer for any reason.

9. RECORDING. Client agrees not to use recordings for illegal or fraudulent purposes. Customer understands and agrees that it is familiar with all local, state, and federal laws and regulations regarding calling, recording, and receiving of calls, and agrees to comply with those laws and regulations. **NCS WIRELESS, LLC** waives all liabilities from customer, and its agents and or representatives for failure to comply with these laws and regulations. Visit <http://www.rcfp.org> for information about recording in your state. Customer has sole and exclusive responsibility regarding confidential, private, or privileged calls, recordings, or other data or information created or accessible on or through the Services. **NCS WIRELESS, LLC** shall have no responsibility, legally or otherwise, for any information, recordings, calls, material, or data created or accessible on or through the Services. Customer shall indemnify and hold **NCS WIRELESS, LLC**, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorney fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to this paragraph

10. SERVICE GUARANTEE FOR VOICE AND SPECIFIED DATA SERVICES. Hosted Voice Service are subject to a Service Guarantee. Any customer may terminate the Services covered by our Service Guarantee if **NCS WIRELESS, LLC** is not able to rectify the issue after three completed service orders. In that case, Customer agrees: to pay **NCS WIRELESS, LLC** for Services actually received; to repay to **NCS WIRELESS, LLC** the pro-rated portion of any credits, discounts or waived installation costs for custom equipment or special installations received; and to reimburse **NCS WIRELESS, LLC** for the costs of any equipment installed and not returned in "good as new" condition.

11. DEFAULT & TERMINATION. After the initial Guarantee period, either Customer or **NCS WIRELESS, LLC** may terminate this Agreement during a term only for any uncured material breach of the terms of this Agreement ("Cause") after giving 30 days prior written notice with no further obligations. Prior to any party having ability to terminate for Cause, a party shall first be required to give written notice to the breaching party of any alleged material breach and allow 30 days for the breaching party to cure such breach. If **NCS WIRELESS, LLC** terminates this Agreement WITH CAUSE or Customer terminates this Agreement WITHOUT cause, and moves service to another provider, Customer shall pay applicable early termination charges. For termination prior to installation of Service and after execution of this Agreement, early termination charges shall be those reasonable expenses incurred by **NCS WIRELESS, LLC** through the date of termination. If there is termination after activation of Service, Customer shall be obligated to pay an early termination charge of 50% of the last three months' average billing multiplied by the number of months remaining in the term of the Agreement; to pay **NCS WIRELESS, LLC** for Services actually received; to repay **NCS WIRELESS, LLC** for any credits, discounts, or waived installation costs received in anticipation of a long-term Agreement; and to reimburse **NCS WIRELESS, LLC** for the reasonable costs it incurred in setting up Customer's Service (including the costs of any equipment installed and not returned in "as new" condition). Customer agrees that **NCS WIRELESS, LLC**'s damages for early termination would be difficult to determine, and the termination charge(s) constitutes a reasonable estimate of appropriate liquidated damages and that such is not intended as a penalty. Month-to-month agreements may be terminated on 30 days' written notice to <COMPANY DBA> using **NCS WIRELESS, LLC**'s Cancellation Form. In the event customer cancels services in writing charges for services will stop billing at the end of the billing period in the month services were canceled. In all cases where this Agreement is terminated, and Customer is using telephone numbers originally assigned by **NCS WIRELESS, LLC** Customer understands and agrees that those telephone numbers will not be released to another service provider until all undisputed charges owing to **NCS WIRELESS, LLC** are paid.

12. EQUIPMENT. Upon default, termination, or cancellation of this Agreement, for any

reason, Customer agrees to return all equipment to **NCS WIRELESS, LLC** in a prompt and timely manner, all equipment not returned and in good and clean cosmetic and working order will be charged full original retail value for such equipment. Unless otherwise provided for herein, all equipment provided by **NCS WIRELESS, LLC** shall remain the sole and exclusive property of **NCS WIRELESS, LLC**.

13. DOWNTURN IN BUSINESS CLAUSE. If Customer requires fewer lines during the term of this Agreement and does not move services to another provider, or moves outside the providing area of **NCS WIRELESS, LLC**, Customer will be obligated to pay through the end of the current billing cycle for any canceled numbers, plus a \$30 per-line cancellation fee. Cancellation requests must be in writing via email to **INFO@NALLYCOMPUTERSERVICE.COM**, or by calling us at 859-336-0732, specifying numbers to be canceled and the date on which the lines are to be canceled and accepted and confirmed by **NCS WIRELESS, LLC**. No billing will cease nor will charges be terminated until such time as the cancellation form has been accepted and acknowledged by **NCS WIRELESS, LLC**. The billing cycle is from the 1st to the last calendar day of each month.

14. SERVICE SUSPENSION/MAINTENANCE. **NCS WIRELESS, LLC** may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. Whenever possible, **NCS WIRELESS, LLC** will give Customer advance notification. In no event shall **NCS WIRELESS, LLC** be liable for special or consequential damages or for lost profits of any kind.

15. LIMITATION OF LIABILITY. **NCS WIRELESS, LLC'S** ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST **NCS WIRELESS, LLC** FOR THE FAILURE OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, SHALL BE LIMITED TO A REFUND OF THE AMOUNTS PAID TO **NCS WIRELESS, LLC** DURING THE PERIOD OF TIME (IN EXCESS OF FOUR HOURS) THAT THE SERVICES CONTRACTED BY CUSTOMER FROM **NCS WIRELESS, LLC** WERE INTERRUPTED OR NOT PROVIDED AS REQUIRED. IN NO EVENT SHALL **NCS WIRELESS, LLC** BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OF ANY KIND, WHETHER OR NOT **NCS WIRELESS, LLC** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **NCS WIRELESS, LLC** MAKES NO WARRANTIES REGARDING ANY PRODUCTS OR SERVICES PROVIDED OR INSTALLED ON CUSTOMERS BEHALF, BUT **NCS WIRELESS, LLC** SHALL, WHEN POSSIBLE, ASSIGN TO **NALLYCOMPUTERSERVICE.COM** CUSTOMER THE BENEFITS OF ANY WARRANTIES OR SIMILAR PROTECTIONS PROVIDED TO **NCS WIRELESS, LLC** BY ITS VENDORS OR SUPPLIERS. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN.

16. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. FORCE MAJEURE. If performance by **NCS WIRELESS, LLC** of any obligation under this Agreement is prevented, restricted or interfered with by causes including without limitation failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cut, storms, fires, floods, or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, terrorism, work stoppages, or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then **NCS WIRELESS, LLC** shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. **NCS WIRELESS, LLC** shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

18. ADDITIONAL PROVISIONS. This Agreement will not be assignable by Customer without the prior express written consent of **NCS WIRELESS, LLC**. The Agreement, including any addenda, and any product-specific terms and conditions, constitutes the entire understanding between Customer and **NCS WIRELESS, LLC** with respect to Services provided herein and supersedes any prior agreements or understandings. If any part of a provision of this Agreement is invalid or unenforceable said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions of this Agreement. In addition to any provisions that by their nature would survive, above sections shall survive termination, cancellation or expiration of this Agreement. A waiver of a breach of any term of this Agreement will not be considered a waiver of a further breach of the same term, or a waiver of a breach of any other term.

19. MISCELLANEOUS. The laws of the State of **KENTUCKY** shall govern this Agreement. The parties expressly submit to the exclusive personal jurisdiction of the state courts located within **WASHINGTON** County, State of **KENTUCKY**. This Agreement shall not be construed for or against either party, and no rule or presumption against the drafter shall be employed. All paragraph headings in this Agreement are for convenience only and shall not be considered as having any legal effect. If a dispute arises out this Agreement, then the prevailing party will be entitled to reasonable attorney fees and costs.

20. ACCEPTABLE USE POLICY. Customer hereby acknowledges that Customer has read,

and is familiar with, **NCS WIRELESS, LLC** 's Acceptable Use Policy ("AUP") attached hereto and incorporated by this reference. Customer hereby acknowledges that any violation of the AUP by Customer shall entitle **NCS WIRELESS, LLC** to terminate or suspend the Services provided hereunder to customer.