

CYPRESS COMMUNICATIONS, INC.

MASTER TERMS AND CONDITIONS

THESE MASTER TERMS AND CONDITIONS govern all Service Orders, service tickets and other contracts, agreements and invoices by or between Cypress Communications, Inc. ("Cypress") and its Customers to which these Master Terms and Conditions relate. Capitalized terms used in these Master Terms and Conditions shall have the meaning given to such terms in Section 23 of these Master Terms and Conditions.

1. Services and Equipment.

1.1 For each Service Order, Cypress shall install and maintain the Equipment, and provide the Services, contemplated by such Service Order during the Term of the Service Order. Cypress retains the right, in its sole discretion, to add, delete and/or change any Equipment or Services upon at least 30 days notice to Customer. If any such addition, deletion, or change will materially and adversely impact the Customer, and Customer notifies Cypress within 10 days after receiving notification from Cypress of such addition, deletion or and Customer's desire to terminate the impacted Service(s), Customer may terminate the impacted Service(s) (but not the remainder of the Services provided to Customer), effective 30 days after written notice to Cypress.

1.2 Customer will only use the Equipment and Services only in the manner contemplated by the applicable Service Order and these Master Terms and Conditions, and in accordance with the terms of Cypress' AUP. Without limiting the foregoing, Customer will not use the Equipment or Services for any unlawful purpose, Customer will not resell any of the Services, and Customer will not permit any third party to use the Services or access the Equipment without Cypress' prior written consent.

1.3 Customer acknowledges and agrees that some or all of the Services provided to Customer may be provided by affiliates of Cypress that are authorized and/or tariffed to provide such Services in certain states or territories, including, without limitation, Cypress Communications Operating Company, Inc.

1.4 Cypress will undertake commercially reasonable efforts to commence providing any Service(s) on the date that is identified as the "Expected Initiation Date" in the Service Order applicable to such Service(s). Cypress makes no representations or warranties regarding the exact date of installation, service availability or Equipment operability.

2. Payments.

2.1 Each month, Cypress will submit invoices to Customer. Cypress has the right but not the obligation to invoice Customer in advance for Recurring Charges; all other charges (which may include Usage-Based Charges and Other Charges) will be invoiced as and when they are incurred by Customer. Customer must pay all amounts set forth in each invoice, without any set-off, within 30 days of the invoice date. In addition to all of the payments that are required under any Service Order between Cypress and Customer or these Master Terms and Conditions, Customer is responsible for, and Customer shall pay, all federal, state, municipal, local or other governmental excise, sales, value-added, use, personal

property, and occupational taxes, withholding taxes and obligations and other levies now in force or enacted in the future, that arise from Customer's subscription or payment for the Equipment and Services.

2.2 The Recurring Charges for any Services will commence on the date that Cypress commences providing such Services in accordance with the Service Order therefor. Customer will pay any Recurring Charges for a partial month on a prorata basis, and, if any Recurring Charges increase or decrease during a month, Customer will pay the amounts that were in effect for each portion of the month for the applicable portion of the month.

2.3 Notwithstanding anything in these Master Terms and Conditions to the contrary, except as otherwise expressly provided under Section 4 below with respect to certain repairs, any requested moves, additions, changes, or repairs to the Equipment or Services requested by the Customer, if approved by Cypress, shall be performed and/or provided by Cypress at Cypress' standard rates, or if such move, addition, change, or repair is tariffed, at the tariffed rates. The parties agree that no moves, additions, changes or repairs to the Equipment or Services will be performed unless approved or initiated by Cypress.

2.4 Cypress has the right to modify any of its rates, fees and charges at any time; however, if Cypress raises its rate, fee or charge for any Service by more than five percent (5%) above any positive aggregate CPI increase that is applicable to such Service during any consecutive twelve (12) month period, Customer may terminate such Service (without liability for early termination) by written notice to Cypress within thirty (30) days after the effective date of such increase. If Customer does not provide timely notice of its election to terminate, such existing Service shall thereafter be billed at the new price.

2.5 A late payment charge equal to the lesser of 1.5% per month or the highest percentage permitted by law will be added to any amount due under any Service Order between Cypress and Customer or these Master Terms and Conditions that is not received when due. In addition, Customer agrees that Cypress has the right to collect from the Customer any fees incurred by Cypress in collecting any amount due under any Service Order between Cypress and Customer or these Master Terms and Conditions including reasonable attorneys' fees, collection agency costs, and court costs.

3. **Service Level Agreement; Outage Credits.** Customer may report Service and Equipment problems to Customer's customer service representative or customer service center 24 hours per day/7 days per week. Cypress shall respond to Customer requests for repairs and services as follows: (a) within four (4) hours after notice from Customer with respect to any Major Outage, (b) within twenty-four (24) hours after notice from Customer with respect to any Minor Outage or other service or equipment problem, (c) within three (3) business days with respect to one to five MAC Requests, (d) within five (5) business days with respect to five to ten MAC Requests, and (e) promptly, according to times mutually agreed upon by Customer and Cypress (and generally consistent with the foregoing response times) with respect to more than ten MAC

Requests. For purposes of these Master Terms and Conditions, a "Major Outage" shall mean and refer to (i) any outage in which at least twenty-five (25%) percent of Customer's telecommunications receiving and transmitting stations are unable to make or receive voice or data transmissions, or (ii) any complete disruption of connectivity between Customer and Cypress' Internet routing and switching equipment. A "Minor Outage" is any outage or other Service or Equipment failure that is not a Major Outage. Under no circumstances will Cypress have any liability to Customer with respect to, or relating to, any of the Services provided by Cypress to Customer, or that were required to be provided by Cypress to Customer, or for any Major or Minor Outage, other than to the extent the credits set forth in this Section 3 are applicable, which credits are Customer's sole and exclusive remedy. Subject to Section 7, and except as further limited herein, Customer is entitled to a credit only for Major Outages that exceed three (3) hours in duration from the time that Customer notifies Cypress of the problem (the "Minimum Period"). Such credits shall be equal to 1/1440 of its monthly recurring charge for the affected Service for each ½ hour period in which there is a Major Outage for such Service in excess of the Minimum Period for such Service. Under no circumstances is Customer entitled to a credit, nor is Cypress required to repair the outage, where the outage is caused by or is the result of: (i) a Force Majeure event (as defined in Section 7.1) or any other reason beyond Cypress' control; (ii) an act or omission of Customer, Customer's employees, affiliates or agents or any other third party; (iii) the use or failure of any Customer equipment or facilities used in connection with the Equipment and Services; or (iv) planned outages for maintenance or repair that are scheduled and approved in advance by Customer. In addition, outage credits will not be paid for any period of time during which Cypress personnel or contractors are denied access to the Premises or other facilities necessary to remedy an outage.

4. Repairs and Maintenance. Subject to Section 7 set forth below, Cypress agrees to repair and/or replace the Equipment located in Customer's premises when the failure of the Equipment is caused by defects in materials or workmanship or by ordinary wear and tear from the use (but not misuse or improper use) of such Equipment for the purposes provided hereunder or under any Service Order. Customer will provide reasonable assistance with respect to any testing that Cypress performs. Customer shall not permit anyone other than Cypress or the Equipment manufacturer to perform maintenance, service or other work on the Equipment without Cypress' prior written consent. If any maintenance or service work is performed on the Equipment by anyone other than Cypress or the Equipment manufacturer without Cypress' prior written consent, or if the Equipment or any part thereof is moved without Cypress' prior written consent, then (i) Customer shall be deemed in default under these Master Terms and Conditions, (ii) at the election of Cypress, the repair obligations set forth above in this Section 4 will become null and void, and (iii) Cypress may exercise any of the remedies provided in these Master Terms and Conditions. In addition, Customer shall indemnify and hold Cypress harmless from and against any and all damages arising out of any breach by Customer under this Section 4 of the Agreement. Repairs for which Cypress is not responsible under these Master Terms and Conditions may be performed by Cypress its discretion if Customer agrees to pay Cypress' then standard charges for such repairs.

5. Ownership of Equipment; Non-Interference with Equipment.

5.1 The Equipment, including any horizontal fiber, shall at all times remain the property of Cypress or its assigns, shall not be deemed a fixture, and Customer agrees that Service Orders, these Master Terms and Conditions, and any other applicable documents necessary to protect Cypress' interest in the Equipment may be

filed or recorded. Customer agrees that only Cypress may perform any installation, removal, relocation, maintenance, repair or modification of the Equipment. At the expiration or earlier termination of any Service Order between Cypress and Customer or these Master Terms and Conditions, Customer will surrender the Equipment related thereto in the same condition as received, ordinary wear and tear excepted. Within 30 days after the expiration or earlier termination of any Service Order between Cypress and Customer or these Master Terms and Conditions, Cypress will remove the Equipment related thereto, which removal shall be at Cypress' cost and expense unless the Agreement was terminated because of Customer's breach of these Master Terms and Conditions or improper early termination of any Service Order between Cypress and Customer or these Master Terms and Conditions, in which event such removal shall be at Customer's cost and expense, payable within 20 days after written demand from Cypress.

5.2 Customer represents and warrants that it will take all commercially reasonable steps necessary to ensure that neither Customer nor third parties move, modify, disassemble or interfere with the Equipment. To the extent that Customer is aware that any third party interferes with or seeks to interfere with such Equipment, Customer further represents and warrants that it will use diligent best efforts to stop or prevent such interference. Upon notice from Cypress that hardware or software not provided by Cypress is causing or likely to cause damage to, or interference with, the Equipment or Services, Customer shall immediately cure such damage or interference, or take steps to prevent such damage or interference. In addition, if, and to the extent that, Customer engages Cypress personnel or other Cypress resources to cure any such interference cause by equipment or software not provided by Cypress, Customer shall pay Cypress all costs and expenses associated with the provision of such resources. Cypress is not responsible if any changes in Equipment or Services causes equipment and/or software not provided by Cypress to become obsolete or require modification.

5.3 Customer will not connect any equipment or facilities to the Equipment without the express written consent of Cypress. If Customer connects any equipment or facilities to the Equipment after receiving such written consent, Customer will ensure that no third party has a claim for infringement of patents, trade secrets, copyrights or other intellectual property rights arising from or in connection with the transmission of communications by means of a combination of the Equipment or Services with Customer's equipment or facilities.

6. Term and Termination.

6.1 Each Service Order will commence on the effective date of that Service Order. Unless earlier terminated in accordance with these Master Terms and Conditions, each Service Order will terminate on the later of (i) the Termination Date of that Service Order, and (ii) the Termination Date of any Renewal Term (as defined below) for that Service Order where the Service Order is not renewed beyond that Renewal Term. Each Service Order shall automatically renew for successive one (1) year periods ("Renewal Term(s)") from the Termination Date of the Service Order unless either party notifies the other party at least 60 days before the end of the Initial Term, or applicable Renewal Term, that it wishes to terminate the Service Order.

6.2 Cypress may terminate any Service Order between Cypress and Customer, effective immediately upon notice to Customer, if (i) Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency,

receivership, liquidation, or composition for the benefit of creditors; or (ii) Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

6.3 Customer may terminate any Service Order if Cypress materially breaches that Service Order (e.g. materially breaches the terms of these Master Terms and Conditions as to the Services covered by the Service Order), and Cypress fails to cure the material breach within 30 days after written notice of such material breach from Customer.

6.4 Notwithstanding anything in these Master Terms and Conditions to the contrary, if Customer terminates any Service Order (the "Terminated Service Order") prior to its expiration (other than as permitted under Sections 1.1 or 6.3), or if Cypress terminates any Service Order pursuant to Section 6.5 below, Customer will pay to Cypress early termination charges equal to (i) fifty percent (50%) of the average monthly aggregate Recurring Charges for the most recent three (3) full months for the Services pertaining to the Terminated Service Order, multiplied by the number of months that would have been remaining in the Term of the Service Order or any current extension thereof had it not been terminated by Customer, plus (ii) the dollar value of any promotional credit, discount or waiver provided to the Customer as an incentive to subscribe to the applicable Services for the duration of the Service Order Term. Early termination charges will be billed by Cypress and paid by Customer in one lump sum. If Customer terminates a Service Order prior to its expiration other than as permitted under Section 6.3, such termination will be considered an early termination of each Service Order, and Customer will pay to Cypress early termination charges equal to the aggregate of the early termination charges for each Service Order as calculated under this Section 6.4. The parties agree that the termination fees set forth in this Section 6.4 are not penalties and are in addition to any other fees or payments of any nature owed by Customer, including, without limitation, any accrued amounts owed by Customer under the Agreement at the time of termination.

6.5 Cypress may terminate any Service Order between Cypress and Customer if any of the following occur: (i) Customer fails to pay timely any amounts set forth in one or more of Cypress' invoices to Customer and Customer fails to pay all such past due amounts within five (5) days after receiving written notice from Cypress; (ii) any maintenance or service work is performed on the Equipment by anyone other than Cypress without Cypress' prior written consent, (iii) the Equipment or any part thereof is moved without Cypress' prior written consent; or (iv) Customer breaches any other material term or condition of these Master Terms and Conditions (including any Service Order or the AUP), and Customer fails to cure such breach within 30 days after receipt of written notice of the same (or within such shorter period as set forth above).

6.6 Cypress has the right to terminate one or more Service Orders if (i) regardless of the cause or reason, Cypress cannot legally provide some or all of the Equipment or Services for a period exceeding thirty (30) days, including, without limitation, loss of federal, state, or local authorizations required to provide the Equipment or Services; (ii) changes in law or regulations make the provision of some or all of the Services unprofitable to Cypress or make it impracticable or illegal for Cypress to install, maintain, or operate any of the Equipment or provide any of the Services; or (iii) the license or other agreement between Cypress and the landlord, owner, or representative of the owner of the Building, is terminated

for any reason.

6.7 Except as otherwise expressly provided herein, neither party will be liable to the other for properly terminating a Service Order in accordance with its terms, but Customer will be liable to Cypress for any accrued amounts owed prior to the termination.

7. Limitations and Exclusions of Liability.

7.1 NOTWITHSTANDING ANYTHING IN THESE MASTER TERMS AND CONDITIONS OR ANY SERVICE ORDER TO THE CONTRARY, IN NO EVENT WILL CYPRESS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR OF ANY EQUIPMENT OR BUSINESS, OR ANY OTHER TYPE OF DAMAGES OTHER THAN DIRECT DAMAGES (AND WITH DIRECT DAMAGES, ONLY TO THE EXTENT PERMITTED IN THESE MASTER TERMS AND CONDITIONS). IN ADDITION, CYPRESS WILL HAVE NO LIABILITY TO CUSTOMER (AND NO LIABILITY FOR OUTAGE CREDITS) WHERE THE CLAIMS ARISE OUT OF, RELATE TO, ARE CAUSED BY, OR INVOLVE OR CONCERN ANY OF THE FOLLOWING: (I) ANY LAWFUL CONDUCT OF THE CYPRESS PARTIES THAT IS PERMITTED UNDER THESE MASTER TERMS AND CONDITIONS; (II) ANY FORCE MAJEURE EVENT (AS DEFINED BELOW) OR OTHER CAUSES THAT ARE BEYOND CYPRESS' CONTROL; (III) THE FAILURE OR MALFUNCTION OF CUSTOMER'S EQUIPMENT OR FACILITIES; OR (IV) THE FAILURE OF POWER, EQUIPMENT, SYSTEMS, CONNECTIONS OR SERVICES NOT PROVIDED BY CYPRESS, OR THE UNAVAILABILITY, INADEQUATE, UNTIMELY OR POOR PERFORMANCE OR NON-PERFORMANCE OF ANY FACILITIES UNDER THE CONTROL OF OTHER PERSONS OR ENTITIES.

7.2 In no event shall Cypress' aggregate liability to Customer (including, without limitation, liability to any person or persons whose claim or claims are based on or derived from a right or rights claimed by Customer) or to any third parties (including, without limitation Customer's Parties) with respect to any and all claims arising from or relating to any Service Order between Cypress and Customer or these Master Terms and Conditions, in contract, tort, or otherwise, exceed the lesser of (i) the aggregate amount paid by Customer to Cypress under such Service Order; or (ii) \$25,000.00. As further limitations, (i) with respect to claims relating to the portion of the Services for which payment is made through Recurring Charges, under no circumstances will Cypress' liability to Customer with respect to such claims exceed the amount of Recurring Charges paid by Customer to Cypress for the portion of the Services giving rise to the cause of action for the period in which Cypress' performance was in material breach of these Master Terms and Conditions; (ii) with respect to claims relating to the portion of the Services for which payment is made through Usage-Based Charges, under no circumstances will Cypress' liability to Customer with respect to such claims exceed the amount of Usage-Based Charges paid by Customer to Cypress for the portion of the Services giving rise to the cause of action for the period in which Cypress' performance was in material breach of these Master Terms and Conditions; (iii) Cypress' maximum liability relating to any Services offered or provided by Cypress under these Master Terms and Conditions for which the charge is any Other Charge, shall equal such Other Charge paid for the performance that was in material breach of these Master Terms and Conditions; and (iv) Cypress shall have no liability whatsoever for any damage to, or loss of, any equipment or other property

under the care, custody or control of Customer unless caused by Cypress' gross negligence or willful misconduct, in which case Cypress' maximum liability is set forth above in this Section 7.2.

7.3 Notwithstanding anything in these Master Terms and Conditions to the contrary, except for Cypress itself (and then only to the extent permitted under these Master Terms and Conditions), under no circumstances will any of the Cypress Parties have any liability to Customer Parties. Notwithstanding anything in these Master Terms and Conditions to the contrary, under no circumstances will Cypress have any liability to any Customer Parties other than Customer, except to the extent such parties suffer personal injury caused by Cypress' gross negligence or willful misconduct.

7.4 Any claim by Customer for a credit under Section 3 will be deemed conclusively to have been waived unless, within ten (10) days after the date of the occurrence of the event giving rise to the credit, Customer notifies Cypress in writing that Customer is seeking a credit and specifies the basis for its claim. Without limiting the foregoing, all other claims by Customer of whatever nature against Cypress will be deemed conclusively to have been waived unless Customer notifies Cypress (specifying the nature of the claim) within six months after the date of the occurrence giving rise to the claim.

7.5 Without limiting the foregoing, with respect to data or Internet Services provided by Cypress, Cypress shall not be liable for any claims or damages arising out of or relating to (i) the quality, accuracy, propriety, decency, utility or correctness (or lack thereof) of content, data or information transmitted across Cypress' network or received by Customer, (ii) loss of content, data or information due to delay, non-delivery, mis-delivery or service interruptions however caused, or (iii) unauthorized access to, or misuse, alteration, theft, destruction or corruption of, Customer's data, software, hardware or other systems, including that data protected by a firewall product, whether or not that firewall product is provided by Cypress or by a 3rd party.

7.6 All of the limitations set forth in Sections 7.1 through 7.5 apply to all causes of action and claims, including, without limitation, breach of contract, breach of warranty, negligence, misrepresentation and any other torts.

8. **EXCLUSION OF WARRANTIES.** THE EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE EQUIPMENT AND SERVICES IS AT ITS OWN RISK. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ANY APPLICABLE TARIFF, CYPRESS DOES NOT MAKE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, OR TRADE PRACTICE. Without limiting the foregoing, Cypress makes no representations or warranties regarding the exact date of installation, Service availability or Equipment operability.

9. **Basis of Bargain; Failure of Essential Purpose.** Customer acknowledges that Cypress has established its prices and entered into one or more Service Orders in reliance upon the limitations and exclusions of liability and the disclaimers set forth in Sections 7 and 8, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in these Master Terms and Conditions will survive and apply even if found to have

failed of their essential purpose.

10. **Indemnification.** Customer will indemnify, defend and hold Cypress and the other Cypress Parties harmless from and against any and all losses, damages, liabilities, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees) arising by virtue of, or relating to, (i) Customer's operations or services; (ii) any act, omission, fault, negligence or misconduct of Customer, any of the Customer Parties, or any persons on the Premises other than Cypress and the Cypress Parties; (iii) any material breach by Customer of the terms of any Service Order or these Master Term and Conditions or of any warranty, representation or covenant in any Service Order or these Master Term and Conditions; (iv) any claim by any employee of Customer other than a claim based on the gross negligence or willful misconduct of Cypress; or (v) any claim by customers or end-users of Customer relating to, or arising out of, Customer's services or Cypress' Services or Equipment.

11. **CPNI.** Customer proprietary network information ("CPNI") is information about the quantity, technical configuration, type, destination and amount of use of the Services or Equipment that Cypress or any Cypress Parties may provide to you. Under federal regulations, telecommunications providers such as Cypress have certain obligations with respect to the confidentiality of CPNI. By executing a Service Order, you grant permission to Cypress to use your CPNI to evaluate our existing Services and new opportunities to serve you better. Cypress may use your CPNI to identify additional services or products that you may desire or that will complement the Services already provided to you. You have the right to disapprove the uses described above or to withdraw your approval at any time. If you disapprove our use of your CPNI, or if you withdraw it at any time, we will use your CPNI solely for purposes relating to the Services to which you have subscribed and for other purposes authorized by law. Any denial or withdrawal of approval will not affect the provision or quality of Services or Equipment provided to you by Cypress. If you disapprove of Cypress' use of your CPNI, or if you later determine to withdraw your approval for any reason, simply send us a written notice to: Cypress Communications, Inc., Fifteen Piedmont Center, Suite 100, Atlanta, Georgia 30305, Attention: Customer Service Center.

12. **Deposits.** As, and to the extent, permitted under applicable law and/or tariffs, if Customer's financial condition is unknown or unacceptable to Cypress, Customer may be required to provide Cypress with a security deposit that Cypress may apply against overdue charges. The amount of the security deposit shall not exceed three times the amount of the average monthly Charges payable by Customer under any and all Service Orders. If Cypress draws down the security deposit to cover any Customer arrears, Customer shall replace all such deposit funds within thirty (30) days after request by Cypress. In addition, Cypress may require a security deposit before Services are restored if Services have been discontinued by Cypress for nonpayment or other default by Customer under these Master Terms and Conditions or any Service Order between the parties.

13. **Regulated Services.**

13.1 Local exchange telephone services, intrastate interexchange telephone services, and some or all of the other Services will be provided by Cypress pursuant to any and all tariffs governing such Services now or hereinafter on file with federal and/or state regulatory agencies for Cypress, Cypress Communications Operating Company, Inc., or any other operating affiliate of Cypress. These Master Terms and Conditions and every

Service Order incorporate by reference the terms of all such applicable tariffs. Tariffed rates, terms and conditions are subject to change by Cypress or the appropriate regulatory agency, and such changes may affect the Services and Equipment furnished to Customer. The terms and conditions of the tariffs as in effect from time to time shall supersede any inconsistent provision of these Master Terms and Conditions; except that any Special Stipulations (as defined in Section 23) relating to a tariffed Service shall remain effective to the extent permitted by the tariff. If by any governmental action a tariff is no longer applicable to a particular Service, Cypress' standard rates for that Service shall apply. Cypress reserves the right to make any Service a tariffed service.

13.2 The tariffs having application to these Master Terms and Conditions are on file with, and available from, the public utility commission or other state commission identified in the Service Orders to which these Master Terms and Conditions relate.

14. **Local Number Portability.** Cypress shall reasonably cooperate, at no cost or expense to Cypress, with Customer's efforts to transfer its telephone numbers after the expiration or termination of the Service Order for Telephone Service between Cypress and Customer. Notwithstanding the foregoing, Cypress makes no warranty or representation of any kind regarding local number portability, including, without limitation, whether Customer will have the right or ability to use such number(s) or whether such number(s) will be active or useful for Customer's intended purposes.

15. **Calling Cards.**

15.1 Calling cards may be provided where available, subject to any applicable tariffs, Service Orders and contracts between Cypress and the underlying local or long distance communications carrier. Charges for calling card calls include per-minute usage rates and any surcharge as specified in Cypress Operating Company's applicable state tariffs. For details on the specific surcharges and fees for calling card calls from overseas to the U.S. and other countries, from Canada to the U.S. or other countries, operator assisted station-to-station and person-to-person, international directory assistance, domestic directory assistance, conference calling, or features usage, please call Cypress Customer Service at 877-590-5955.

15.2 Calling card calls can be completed from rotary phones only with operator assistance.

15.3 The calling card is not transferable. The named customer may authorize others to use the calling card, but responsibility for payment of the incurred charges will remain that of the named customer. If the calling card was received from an employer, in the event of a change in employment, the calling card should no longer be used and returned promptly to the employer.

15.4 Customer agrees to use the calling card in accordance with the following procedures in order to minimize unauthorized use.

(a) Always stand directly in front of the telephone as you dial. Most fraud occurs because someone sees you dial your card number. When making calls from public places be aware of crowds or people loitering nearby.

(b) Calling cards should be protected just like any other credit card. Never give out your card number. Anyone that calls and asks to verify numbers is probably trying to obtain the number

for illegal use.

(c) Call the customer service number immediately if your calling card is lost or stolen.

15.5 Any credits for lost or stolen cards will be provided to the Customer only to the extent permitted by the underlying carrier of the card services. Customer understands and agrees that some carriers utilize fraud detection methodologies which may interrupt card functionality if card usage is indicative of fraudulent or unauthorized use. Cypress has no control or responsibility for the underlying carrier's fraud detection systems and Cypress Communications is not responsible for service interruptions caused by an underlying carriers fraud detection systems.

16. **Video Services.**

16.1 Cypress may provide multi-channel video services to the Customer pursuant to the terms of a Service Order and in accordance with these Master Terms and Conditions. At the request of Cypress, Customer shall make available one or more representatives of Customer for purposes of training such employees regarding the operation of DBS Equipment at times and locations to be mutually agreed upon by the parties. The video and/or audio programming which comprises the multi-channel video services is subject to change at any time at Cypress' sole discretion. As a component of the multi-channel video services, Cypress may, but is not obligated to, offer DBS programming to the Customer as such DBS programming is provided by a DBS provider (such as, but not limited to, DIRECTV). Customer's receipt of DBS programming is subject to the approval of the DBS provider at the sole discretion of such DBS provider. The DBS provider may require that the Customer enter into some form of subscription agreement directly with the DBS Provider as a condition of the Customer's reception of DBS Programming. Customer shall comply in all respects with the rules, terms and conditions governing the reception of DBS programming imposed by the DBS provider, including without limitation any and all restrictions on the precise locations within the Building or Customer premises which are authorized to receive and/or display such DBS programming. A breach by the Customer of such rules, terms or conditions imposed by the DBS provider shall constitute a breach of the Service Order relating to such Services and these Master Terms and Conditions.

16.2 Cypress may terminate without any liability its provision of multi-channel video services to the Customer upon thirty (30) days written notice, provided however that such termination of the shall not in any way alter Cypress' rights and obligations to provide any other Services and Equipment under this or any other Service Order between the parties. Upon the completion of the thirty (30) day notice period, Cypress may remove the video Equipment from the Customer premises in accordance with these Master Terms and Conditions.

16.3 Customer shall not make any modification, addition or deletion to any programming provided by Cypress or any DBS provider. Customer shall not resell, retransmit, or rebroadcast any DBS programming unless Customer is specifically authorized by the DBS provider to do so; and Customer shall not resell, retransmit, or rebroadcast any other multi-channel video services unless Customer is specifically authorized by Cypress to do so.

16.4 Cypress' sole liability to Customer for interruption of multi-channel video services is to make a credit allowance in the form of a pro rata adjustment of the charge applicable to the multi-channel

video services, except that no credit shall be given for interruptions of less than twenty-four (24) hours duration. No credit allowance will be given for interruptions caused by Customer's negligence or willful act, failure of equipment or service not provided by Cypress, or acts of God or other circumstances beyond the control of Cypress (e.g., earthquake, fire, flood, war, riot, hurricane, tornado, heavy rain).

17. **Remote Dial-Up Access Service**

17.1 Cypress may provide Remote Dial-Up Access Service pursuant to the terms of a Service Order and in Accordance with these Master Terms and Conditions. For the purpose of this section all references to Customer shall include all individual employee accounts of Customer. Each account will receive a welcome package by mail and/or a welcome and introduction to the service via e-mail.

17.2 The Term of Service for Remote Dial-Up Access Service shall be month-to-month and, therefore, Customer will not be subject to the early termination charges set forth in Section 6.4. Customer will continue to receive Remote Dial-Up Access Service from Cypress Communications unless or until Customer provides notice to Cypress Communications of its intent to terminate the Service by sending an e-mail to URL: Support@cypresscom.net. No partial month refunds will be given.

17.3 Customer will be responsible for each of its company accounts, including all charges. Each company account shall be subject to these Master Terms and Conditions. Multiple concurrent end-users on an account is prohibited.

17.4 Customer understands that neither Cypress Communications nor its Network Services Supplier is responsible for the content of the transmissions which may pass through the Internet and/or the Access Services. Customer agrees that it will NOT use the Access Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. For example, Customer shall not distribute unsolicited advertising, chain letters, or commercial electronic mail ("spamming"); propagate computer worms or viruses; attempt to gain unauthorized entry to other computers, data or networks; distribute child pornography, obscenity, or defamatory material over the Internet; or infringe copyrights, trademarks, or other intellectual property rights.

17.5 The Service Level Agreement set forth in Section 3 does not apply to Remote Dial-Up Access. Cypress Communications support will include an 800 number to the Remote Dial-Up Access Help Desk that will be available to help Customer with general dial-up software setup and trouble-shooting. All qualified calls to the Help Desk should be answered within three (3) minutes 80% of the time. The Help Desk assumes Customer has a working modem before software is installed. First time installations of the modem are not included as part of the support.

17.6 IN NO EVENT WILL CYPRESS COMMUNICATIONS OR ITS NETWORK SERVICES SUPPLIERS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER.

17.7 Customer may not resell or redistribute any Services.

17.8 CYPRESS COMMUNICATIONS DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE NETWORK WILL HAVE THE CAPACITY TO MEET THE DEMAND OF USERS DURING SPECIFIC HOURS. CUSTOMER MAY BE UNABLE TO ACCESS THE NETWORK AT ANY TIME, AND DISCONNECTION FROM THE NETWORK MAY OCCUR FROM TIME TO TIME. NEITHER CYPRESS COMMUNICATIONS NOR ITS NETWORK SERVICES SUPPLIER WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CYPRESS COMMUNICATIONS OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MANES OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CYPRESS COMMUNICATIONS OR ITS NETWORK SERVICE SUPPLIER'S NEGLIGENCE.

18. **Internet Access Service**

18.1 Cypress may provide to Customer Burstable, Committed or Flexible Internet Access Service and associated services such as e-mail, Web hosting and remote access connectivity pursuant to the terms of a Service Order and in accordance with these Master Terms and Conditions.

18.2 Sections 17.4, 17.6 and 17.8 of the Master Terms and Conditions concerning the provision of Remote Dial-Up Access also apply to the provision of Internet Access Service.

18.3 Connectivity is provided to Customer's organization only. Resale or use by another organization is prohibited. Cypress may suspend service or terminate this Agreement effective upon notice for a violation of the terms of this Section.

18.4 Any Internet Protocol numbers ("IP Numbers") assigned to Customer by Cypress in connection with the Service shall be used only in connection with the Service. In the event Customer discontinues use of Service for any reason, or this Agreement expires or is terminated for any reason, Customer's right to use the IP Numbers shall terminate.

19. **Webconferencing**

19.1 Cypress may provide certain services for use in providing Cypress Webconferencing through the Internet and public telephone networks. Both parties acknowledge that this is not a technology license agreement and it does not give Customer any right to use any proprietary software and hardware technology used by the underlying service provider.

19.2 Webconferencing services provided by Cypress under this Agreement shall be provided through accounts established by employees of Customer and activated by Cypress pursuant to this Agreement and the associated Service Order. Customer and Cypress shall establish initial accounts within 48 hours of the Effective Date of this Agreement, and thereafter use commercially reasonable efforts to establish accounts with all employees who have a need for the service. Each employee establishing an account pursuant to this Agreement, shall agree to be bound by

these terms and conditions.

19.3 Customer acknowledges that the Webconferencing services are for the internal business use of itself and its employees and agree not to resale or redistribute the services to third parties.

19.4 Cypress agrees to provide reasonable technical support to Customer in the form of operator-assisted support via telephone and electronic mail at the number provided on the Cypress Webconferencing card, twenty-four (24) hours per day, seven (7) days per week.

19.5 Customer acknowledges and agrees that it will be solely responsible for any legal and financial liability arising out of or relating to the use of the Webconferencing services provided under any account established pursuant to this Agreement, and any such use will be deemed to have been made by Customer. Each account will be assigned a unique conference identification number and personal identification number for access to and use of the service. Customer shall be responsible for ensuring the security and confidentiality of all ID Numbers. Customer acknowledges that it will be fully responsible for all liabilities incurred through use of any ID Numbers (whether lawful or unlawful) and that any transactions completed under any ID Numbers will be deemed to have been lawfully completed by Customer. In no event will Cypress be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

19.6 Customer acknowledges that Cypress shall be the exclusive provider of Webconferencing services to be used by Customer and its employees during the term of this Agreement.

19.7 Cypress may adjust any of the Webconferencing fees at any time upon ten (10) days prior notice to Customer, however international rates are subject to change without notice.

20. Network Security

20.1 Cypress may provide SmartShield network security through its fully managed firewall service dedicated to Customer's specific LAN. By installing or otherwise using the SmartShield services, Customer agrees to be bound by the terms of this Agreement, including those in this Section 20 specific to the SmartShield services.

20.2 Cypress reiterates for emphasis that, notwithstanding all other Sections of this Agreement, Sections 1.2, 5, 7 and 8 apply to Customer's use of SmartShield.

20.3 All equipment provided to Customer by Cypress is leased, not sold, to Customer, and any software provided to Customer is licensed, not sold, to Customer.

20.4 No ownership right is granted to any intellectual property relating to the software. Such ownership right shall remain in the name of Cypress' underlying vendor, WatchGuard. Use of the software may be subject to the terms and conditions of separate end-user license agreements that accompany the equipment. Except as may be provided in such end-user license agreements, no right is granted to you to replicate, produce, copy, alter, distribute, rent, lease, lend, supply or market the software. Customer may not decompile, disassemble or reverse-engineer the software.

20.5 Title to the Equipment shall remain in the name of Cypress at all times and for all purposes, and the equipment may be marked and identified as the property of Cypress or the vendor, which markings and identification shall not be changed, removed or altered by you. You will not cause, create or suffer any claims, including but not limited to , any liens, charges, encumbrances, or security interests in, on, or to the equipment, and will indemnify and hold Cypress and its vendor harmless from and against any loss, cost, liability and expense (including interest and reasonable attorney's fees) arising from such claims.

20.6 Customer agrees to return the equipment in good working order immediately upon the expiration or termination of the term of this Agreement, and Customer further agrees to return or destroy copies of the software in its possession immediately upon the expiration or termination of the term of this Agreement. Failure to return the equipment and/or destroy the software within ten (10) days of the expiration or termination of the term of this Agreement will be deemed an election by you to purchase the equipment and license the software for their full replacement cost.

20.7 Customer authorizes Cypress, and its employees, agents, contractors, representatives and vendors to enter Customer's premises in order to install, maintain, inspect, repair and remove the equipment and/or the Services. If Customer is not the owner of the Premises, upon request, Customer will supply Cypress with the owner's name and address, evidence that Customer is authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent from the owner of the Premises.

20.8 Customer agrees:

(a) to use the equipment only for the purpose of receiving the services ordered from Cypress and for no other purpose;

(b) to prevent any connections to the equipment with are not expressly authorized by Cypress;

(c) to prevent tampering, alteration or repair of the equipment by any person other than Cypress' or its vendor's authorized personnel; and

(d) to assume complete responsibility for improper use, damage or loss of such equipment regardless of cause.

21. AUP. Cypress has published its Acceptable Use Policy (the "AUP") on its corporate website, at www.cypresscom.net, or provided such AUP to Customer. The terms and conditions of the AUP are incorporated herein by this reference. Customer acknowledges and agrees that Cypress may amend the AUP from time to time. All amendments and modifications to the AUP shall be made available to Customer by publication on Cypress' corporate website. Notwithstanding the foregoing or anything in the AUP to the contrary, Customer acknowledges and agrees that Customer shall not: (i) allow its account to be used by any third parties other than Cypress employees, (ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable material of any kind across Cypress' network or lines, (iii) use Cypress Services or Equipment to commit a crime, (iv) use Cypress' network to post a single item to more than 7 newsgroups or mailing lists, (v) engage in spamming, e.g., mass unsolicited emails, (vi) violate the terms and conditions of any other websites or other network, application or content service providers, (vii) impersonate another user or

misappropriate any other telephone numbers, names or email addresses, or (viii) copy, modify, adapt, reproduce, translate, distribute, misappropriate, reverse engineer, decompile or disassemble any aspect of the Services provided by Cypress. Violations of the AUP may result in (i) the immediate suspension or termination of Customer's account and services by Cypress and (ii) the prosecution of any and all criminal and civil penalties available under the law. Penalties imposed by Cypress may vary based on the level of the offense. Accounts that have been disabled due to any violation of the AUP may not be restored by Customer without Cypress' prior written consent.

22. Miscellaneous.

22.1 The owner of the Building ("Owner") is not a party to the Service Order(s) between Cypress and Customer or these Master Terms and Conditions. Owner will have no obligations or liabilities whatsoever under the Service Order(s) between Cypress and Customer or these Master Terms and Conditions with respect to any Services or Equipment, and no representations or warranties are being made by Owner with respect to any Services or Equipment provided thereunder. Customer acknowledges and agrees that Owner is not a partner, agent, representative or affiliate of Cypress, and Owner is not a provider of communications services under the Service Order(s) between Cypress and Customer or these Master Terms and Conditions. Any cessation or interruption of the Services shall not constitute a default or constructive eviction by Owner under the lease agreement between the Customer and Owner. Owner shall have no responsibility or liability to Customer with respect to the provision, maintenance, failure, or quality of any Services or Equipment provided by Cypress under any Service Order to which Owner is not a party, and Customer agrees to hold Owner harmless from any claims that Customer may have against Cypress arising hereunder.

22.2 Customer will obtain all approvals for access into the Premises by Cypress necessary for Cypress to fully perform under the Service Order(s) between Cypress and Customer or these Master Terms and Conditions. Cypress shall not be in breach of these Master Terms and Conditions if Cypress is unable to comply with any term of these Master Terms and Conditions due to Customer's refusal or inability to secure such access. At no cost to Cypress, Customer will provide reasonable assistance with respect to any testing that Cypress performs with respect to the Services or Equipment to the extent requested by Cypress.

22.3 Nothing in these Master Terms and Conditions shall be construed as preventing Cypress from using independent contractors or other third-parties to perform any of Cypress' obligations under the Service Order(s) between Cypress and Customer or these Master Terms and Conditions.

22.4 Customer may not sell, assign or transfer any Service Order(s) without Cypress' prior written consent, except where Customer desires to assign or otherwise transfer same, in whole or in part, to any parent or subsidiary of Customer or to any purchaser of all or substantially all of Customer's assets, or to a purchaser of Customer's business as a going concern, in which case Customer shall not be released of any obligations hereunder. Cypress may assign or otherwise transfer any Service Order(s) to any third party with written notice to Customer.

22.5 Cypress and Customer are independent contractors and any Service Order(s) and these Master Terms and Conditions will not establish any relationship of partnership, joint venture, employment, franchise or agency between Cypress and Customer.

Neither Cypress nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

22.6 Nothing in any Service Order(s) or these Master Terms and Conditions shall be deemed to give Customer any right to use, infringe upon, contest or impair any of Cypress' service marks, trademarks, logos, copyrights or any other ownership rights or intellectual property of Cypress.

22.7 These Master Terms and Conditions, together with all Service Orders (whether now or hereafter executed), supercede all prior oral or written statements and represent the sole and entire agreement of the parties with respect to the subject matter. Except as the result of a revision of an applicable tariff, no amendment, revision or modification of these Master Terms and Conditions shall be effective unless it is in writing, signed by authorized representatives of both parties.

22.8 These Master Terms and Conditions and the rights and obligations of the parties under any Service Order will be construed in accordance with and will be governed by the laws of the State of Georgia, without reference to the choice of law provisions thereof.

22.9 No Service Order shall be effective (i.e. become a Service Order) unless executed by both parties. If Customer and Cypress execute multiple Service Orders, each additional Service Order will supplement rather than replace the prior Service Orders.

22.10 Special Stipulations between Cypress and Customer, if any, are set out in the Service Orders. To the extent that the terms and conditions set forth in the Special Stipulations differ from those set forth in the main Agreement, the Special Stipulations shall govern.

22.11 Each party has used, or has had an opportunity to use, an attorney to review these Master Terms and Conditions (and will use, or have an opportunity to use, an attorney to review any Service Order to these Master Terms and Conditions), and it is the parties' intent that these Master Terms and Conditions will not be construed against either party.

22.12 The covenants, undertakings, and agreements set forth in these Master Terms and Conditions will be solely for the benefit of, and will be enforceable only by, the parties hereto or their respective successors or permitted assigns.

22.13 Sections 2.5, 5.1, 5.2, 6.4, 6.7, 7.1 through 7.5, 8, 9, and 10 will survive the termination of a Service Order. In addition, all provisions of these Master Terms and Conditions that can only be given proper effect if they survive the termination of a Service Order will survive the termination of such Service Order. These Master Terms and Conditions will be valid as to any obligation incurred prior to termination of a Service Order. Without limiting the foregoing, Customer must pay all amounts owed to Cypress under a Service Order, including, without limitation, any amounts that are not due until after the expiration or earlier termination of such Service Order.

22.14 If any provision of these Master Terms and Conditions, as applied to either party or to any circumstance, is adjudged by a court to be invalid, illegal or unenforceable, the same will not affect the validity, legality, or enforceability of the portion of the provision, if any, that is not invalid, illegal or unenforceable, the application of such provision in any other circumstances, or the validity, legality, or enforceability of any other provision of these Master Terms and

Conditions. Further, all terms and conditions of these Master Terms and Conditions will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court in any action between the parties is requested to reform any and all terms or conditions to give them as much effect as possible.

22.15 The section headings throughout these Master Terms and Conditions are for convenience and reference only, and will not be used to construe these Master Terms and Conditions.

22.16 The waiver of any breach or default of these Master Terms and Conditions 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.

22.17 Notices must be in writing and are deemed given when received at the respective address set forth below.

23. **Definitions.** The following terms shall have the definitions ascribed to them unless otherwise indicated.

"Building" means the building or buildings identified in the Services Order(s) to which these Master Terms and Conditions relate.

"CPI" means the Consumer Price Index, as reported by the Wall Street Journal from time to time.

"Customer Parties" means Customer, its owners, parent, subsidiaries, affiliates, officers, directors, employees, partners, and agents.

"Cypress Parties" means Cypress, its owners, parent, subsidiaries, affiliates, officers, directors, employees, partners, and agents.

"Expected Initiation Date" means, as to each Service Order, the date listed as the Expected Initiation Date for that Service Order.

"Equipment" means the equipment provided by Cypress or the Cypress Parties that is located on the Premises and is used in, or relates to, the provision of the Services to Customer, including any horizontal fiber.

"Force Majeure" means any act or event which is beyond Cypress' reasonable control, including, but not limited to, national emergencies; acts of war or other civil commotion; acts of God; earthquakes; fires; flood; adverse weather conditions; explosions; other catastrophes; embargo; insurrections; riots; sabotage; strikes; lockouts; work stoppages or other labor difficulties; any law, order, regulation or other action of any governing authority or agency thereof; or failure of the Internet.

"Initial Term" means, as to each Service Order, the period commencing on the Effective Date of such Service Order and terminating on the Termination Date of such Service Order.

"MAC Request" means a single move, add or change with respect to Services or Equipment provided by Cypress to Customer.

"Other Charges" means, as to each Service Order, charges and fees other than the Recurring Charges and Usage-Based Charges pertaining to that Service Order.

"Premises" means the area in the Building which Customer has leased from the owner, landlord, or other representative of the Building.

"Recurring Charges" means, as to each Service Order, the total monthly recurring charges for that Service Order listed in that Service Order, listed in the applicable tariff, or determined by Cypress in accordance with the terms of these Master Terms and Conditions and any applicable tariff.

"Service Orders" means all "Service Orders," "Move, Add, Change Requests," and other orders or invoices executed by the parties from time to time that are, by their terms or pursuant to the terms of these Master Terms and Conditions, governed by and subject to, and incorporated by reference in, these Master Terms and Conditions.

"Services" means all services, products, goods or offerings of any type provided, or required to be provided, by Cypress to Customer under these Master Terms and Conditions, including the Service Orders.

"Special Stipulations" means the special terms and conditions, if any, set forth in the Service Orders, that are identified as Special Stipulations.

"Term" means, as to each Service Order, the Initial Term for such Service Order plus any Renewal Terms for such Service Order.

"Usage-Based Charges" means, as to each Service Order, the usage-based charges for that Service Order, calculated in the manner set forth in that Service Order or any applicable tariff or determined by Cypress in accordance with the terms of these Master Terms and Conditions and any applicable tariff. All other capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Service Order(s) between the parties.