



Terms of Service

The term of this Agreement commences the day the Service is “activated” by Unicom Solutions (UC) (“we,” “us” or “US”) at the specified customer (“you,” “user”, or “Subscriber”) location/s and shall continue for the term specified in this Agreement. The term “activated” is defined as the date the order installing the service is completed. (The term of this the “Initial Term”). At the end of the Initial Term, this Agreement shall automatically extend for successive one (1) year Extended Service Term unless Customer notifies UC, in writing, of its intent not to extend at least thirty (30) days prior to the expiration of the Initial Term or any Extended Service Term.

The liability, if any, of UC for damages to Customer or to any third-party, whether in negligence, tort, contract, or otherwise, including but not limited to damages for non-performance or performance failure of the service provided under this Agreement is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the service or any portion of service. UC shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages (including without limitation, damages for lost profits, lost revenues, or the cost of purchasing replacement services arising out of the performance or failure to perform under this Agreement. UC makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose, except those expressly set forth in any applicable service levels and tariffs.

Agreement Updates: This Terms of Service Agreement may be updated from time to time. It is the Subscriber’s responsibility to check this webpage (www.unicom.solutions) at least once every 30 days for changes and updates. This Terms of Service shall be interpreted and governed by Michigan law, without regard to choice of law provisions. The Parties further agree that the exclusive venue for the resolution of all disputes shall be in the State and Federal courts located in Oakland County, Michigan. The Parties further agree that the non-prevailing party in any dispute shall be responsible for the prevailing party’s attorney’s fees. The headings used in this Terms of Service Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of the Terms of Service Agreement.



Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.



VoIP

VoIP is an acronym that stands for Voice over Internet Protocol. This service is a best effort service that relies both upon the internet and your local intranet, which is out of the control of US, Under normal circumstances the service will provide a reliable and good quality communication path; however, the overall reliability of the circuit to always be available cannot be guaranteed. By establishing an account or using the services of Unified Communications, LC, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy, and other policies. The following terms and conditions shall apply to all customers subscribing to Unified Communications, LC VoIP Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy.

In utilizing the Unified Communications, LC / VoIP Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Unified Communications, LC may modify it from time to time.

In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

VoIP service is a unique form of telecommunications service that utilizes the public Internet to connect calls to the Public Switched Telephone Network. This service may be subject to different regulatory treatment than traditional telecommunications service.

Events beyond our control may affect your service such as power outages, fluctuations in the Internet, and outages/issues with upstream backbone providers, or if the customer cannot connect to Unified's platform due to an obstruction on the customer's wide area or being block by customers Internet service provider. VoIP service does not function without the Internet. A loss of your internet service will cause a disruption in your VoIP phone service.



Service Distinctions

The Services are not set up to provide auto-dialing functionality sometimes relied on by security systems, medical monitoring equipment, TTY equipment, etc.. Customers should not rely on the services to provide this functionality.

This service does not support 0+ or operator assisted calling, including collect calls, third party billing calls, 900 or calling card calls. Our service may not support x11 services in all calling areas (211, 411, etc.).

You acknowledge that our service may not be compatible with all non-voice communications equipment, including, but not limited to home security systems, satellite television systems, fax machines, computer modems, medical equipment, etc.

By signing up for this service through Unified Communications, LC , you waive all claims against interference or disruption of these services and equipment. We do not guarantee the service of modems and faxes over the VoIP system. Some devices work fine communicating with this type of service, while others do not.

Unified Communications, LC is required by law to cooperate with law enforcement and investigative government agencies. When a lawful request is made by a law enforcement or relevant government agency we may be required to disclose your name, phone number, location and other personal information about your account, use of service, length of service, IP address etc. to the requesting agency.

International Calling: Current service plans include calling to the United States and Canada. International calling requires use of a pin to make international calls. International calls are disabled on all accounts by default. To enable International calling, you must request the service to be enabled in writing. Fraudulent calls placed on your account are the responsibility of the account holder. International rates vary by country.



Enhanced 911 Disclosure

Unified Communications, LC VoIP Telephone Service (including 911 dialing) will not function during a power outage and may not function during network congestion. Use of 911 service is permitted only at a Unified Communications, LC registered local phone exchange service address, otherwise 911 calls will not route directly to a 911 operator. Customers should secure an alternative to 911 service.

VoIP 911 service is different from traditional 911. The Enhanced 911, or E911, service that is available to Unified Communications, LC ' customers has the ability to deliver the address, name and phone number of your phone to the Public Service Answering Point (PSAP) in your County.

This information is delivered from a database that requires up to 7 days to update once the new information is provided. If you move your VoIP phone to a different address, updating the E911 database requires additional effort on your part. For each phone line you must notify Unified Communications, LC and register a physical address with Unified Communications, LC .

If you move, or move your VoIP service to a new physical address, it is your responsibility to notify Unified Communications, LC of the new physical address at least 10 business days prior to moving the phone. Please make sure that the physical address on your Unified Communications, LC Service Activation Form is the correct physical address where your phone will be used.

If you do not provide Unified Communications, LC with the proper address and require the use of emergency services, your E911 calls will appear with your old address information resulting in emergency crews being dispatched to the last registered physical address.

Each physical location that you associate with your account will require an associated fee. This fee varies, but is generally around \$3.00 per location.

E911 surcharges will be charged on your monthly statement.



VoIP equipment, such as telephones, ATA's and associated network hardware do not work without power. In the event of a commercial power outage, your phone service will not work without you providing the electricity locally to power the equipment.

CUSTOMER AGREES TO HOLD UNIFIED COMMUNICATIONS, LC , ITS PRINCIPALS, OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM ALL CLAIMS REGARDING E911, THE FAILURE OF E911 TO RESPOND, OR THE INABILITY TO ACCESS E911 FOR ANY REASON.



Billing

Electronic billing is done once per month; full payment is due on receipt. Payments can be mailed to our office or automatically billed to a credit card or by debit of a checking account (ACH). Complete payment and account history can be accessed through Unified Communications, LC' online portal, found at <https://unicom.billcenter.net>

We will only give account information to the registered account holder. Please make sure to add additional account contact names to the application, or request in writing, if you want others to have access to changing the account in any way. Please only include trusted personnel to those granted access to your Unified Communications, LC account.

Payment Policies and Terms: Payment by Subscriber shall be due to Unified Communications, LC when the invoice is received. A late payment fee shall be assessed on any account not paid within 30 days.

Accounts remaining unpaid for sixty (60) or more days shall be deemed delinquent. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscribers' account that has been placed on suspended service, there shall be due a Fifty Dollar (\$50.00) reconnection charge to reactivate Subscribers Services after the arrearage has been paid.

In the event any balance is not paid as agreed, account holder agrees to pay any applicable collections fees. In the event of a lawsuit to collect the unpaid balance, the account holder further agrees to pay court costs and reasonable attorney's fees.

A Forty Five Dollar (\$45.00) fee will be added to the subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.

Toll Fraud: Unified Communications, LC (UC) is dedicated to provide quality, user-friendly voice and data services. As part of that commitment, UC respects the rights of its customers to choose the services that meet their particular requirements, so long as the use does not violate federal and state laws. The freedom



of the customer to choose among UC's diverse service applications and the customer's exclusive control of their VoIP (provided equipment) means that the Customer not UC, is capable of addressing and preventing Toll Fraud. It is the exclusive responsibility of the customer to prevent the occurrence of fraud. The Customer is responsible for payment of any charges incurred due to fraud (including toll fraud), abuse, or misuse of the Services, whether known or unknown to customer.

US standard plan for Hosted and VoIP services includes 300 minutes of calling (combined inbound and outbound) to the US and Canada per month unless specified in our "Services Quote. Charges of \$.029 per minute will be applied to any account exceeding this threshold. Additional minutes may be added to your Services Quote at any time. Please contact your Unicom representative to change your agreement.



Credit

Unified Communications, LC, reserves the right to conduct a review of Customer's credit rating, credit history, and payment history at any time prior to the Effective Date or at any time during the term of service. After either a) an initial credit review or b) if Customer has been late in paying any invoice two or more times in any twelve month period, Unified Communications, LC may, as a condition of providing new services or continuing to provide services, require Customer to tender a deposit equal to the total of all estimated usage-based charges, Monthly Recurring Charges, and Non-Recurring Charges for the applicable Service's) for up to two months or such lesser amount that Unified Communications, LC , requires. Unified Communications, LC, shall not be liable to Customer for the payment or accrual of any interest thereon. Unified Communications, LC , shall be entitled to apply the deposit against any and all unpaid amounts that are past due, and shall refund to Customer any remaining amount still held as a deposit upon expiration or termination of service. Any request for a deposit shall be honored by Customer within ten business days of request by Unified Communications, LC,, and failure to remit such deposit within the foregoing period shall constitute cause for Unified Communications, LC, to suspend all services upon five days written electronic notice, in addition to any other rights and remedies it may have herein or at law or equity with respect to breach.



Disputes

If Customer reasonably and in good faith disputes any portion of Unified Communications, LC, invoice, Customer shall, within sixty days of the payment date, submit written notice to Unified Communications, LC, by certified mail, return receipt requested, of such dispute, identifying in specific detail the reason for the dispute and the amount being disputed. If Customer does not deliver such written notice within sixty days of the payment date, the invoice will be deemed correct and customer shall have waived its rights to dispute the invoice. Customer's dispute as to any portion of the invoice shall not excuse Customer's obligation to pay the undisputed portion of the invoice on time. The Parties shall negotiate in good faith to resolve any disputes within thirty days following Unified Communications, LC, and receipt of Customer's timely written notice. Any amounts that Unified Communications, LC, determines to be in error shall be adjusted on the next month's invoice, or if the disputed amount has already been paid, a credit shall be posted to Customer's account. Any disputed amounts that Unified Communications, LC, determines to be correct as billed shall be due and payable by Customer, along with any interest charges or late fees that Unified Communications, LC, may impose pursuant to the Terms of Service.



Taxes & Fees

This Agreement is subject to the general terms, conditions and rates of the applicable UC state and federal tariffs. In the event that UC increases the base rates set forth above due to tariff increases from the service provider, UC will notify Customer via direct mail, billing insert or direct publication, as required by state and federal regulatory agencies.

Taxes & Fees are based on Service Address. Includes government fees and taxes that we collect and are required by federal, state or local Law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Recovery Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location- Taxes & Fees are based on Service Address. Includes government fees and taxes that we collect and are required by federal, state or local Law to remit to the appropriate governmental entity (including, but not limited to, sales, use, excise, public utility, and E911). This section may also include certain fees and costs incurred by as a result of providing service, such as universal service fees (USF). We elect to collect them in order to recover or help defray the costs we incur. These fees, and what is included in the fees, may vary by locale and may change from time to time without notice.

Regulatory Recovery Fee - We collect and retain this fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs, including, but not limited to, E911, local number portability and number pooling. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location



Termination

At the end of the Initial Term, this Agreement shall automatically extend for successive one (1) year Extended Service Term unless Customer notifies UC, in writing, of its intent not to extend at least thirty (30) days prior to the expiration of the Initial Term or any Extended Service Term.

If a Customer cancels or terminates a service prior to the end of the service term or extended service term for any reason; or Unified Communications, LC, terminates the service for any reason provided in this Terms of Service Agreement, then in addition to any other rights or remedies available to Unified Communications, LC, hereunder, at law, or in equity, Customer shall pay Unified Communications, LC, early termination charges as liquidated damages and not as a penalty equal to:

All previously waived non-recurring charges specified on the Sales Order;

The replacement cost of any and all unreturned Unified Communications, LC, provided equipment.

The aggregate fees, charges, expenses, and taxes payable by Unified Communications, LC, (including, but not limited to, liquidated damages and disconnection, early cancellation or termination charges payable to third parties) in connection with the cancellation or termination of the service(s);

All monthly recurring charges and usage charges for the remaining balance of the Service Term.

Subscribers that terminate accounts prior to contract maturity without paying an Early Termination Fee or without returning VoIP telephones will forfeit all telephone numbers in the Unified Communications, LC portal and the telephone numbers will become the property of Unified Communications, LC .

Without prior notice, Unified Communications, LC may terminate this Agreement, your password, your account, or your use of the Services, without liability, for any reason, including, without limitation, if Unified Communications, LC , in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due, become insolvent, file bankruptcy, assignment for the benefit of creditors, appointment of a receiver or custodian. In the event Customer has multiple accounts with Unified Communications, LC, a default under one account will



be deemed a default under all accounts, and in the event of a default, all services under all accounts may be subject to suspension and/or termination.

Unified Communications, LC may provide termination notice to you by US Mail or electronic mail to the address you provided for the Services. Termination by Unified Communications, LC for violation of Unified Communications, LC Acceptable Use Policy shall be subject to the termination fee as described above.

Force Majeure

Neither party will be in default or otherwise liable for any service outage, other interruption or unavailability of service, delay, or failure of its performance under the service agreement, these additional terms or the Incorporated Agreements, except with respect to payment obligations hereunder for services, to the extent such service outage, other interruption or unavailability of service, delay, or failure arises by reason of an act of God or of the public enemy, the elements, adverse weather conditions, fire, flood, riots, strikes, catastrophic accident, war, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, action or inaction of a supplier or other third party, inability to secure materials, labor or transportation, Denial of Service attacks, DNS spoofing and/or any other malicious attempts orchestrated by third parties, or any other cause or circumstance of a similar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected Party (each constituting a “Force Majeure Event”). Any such Force Majeure Event shall suspend all services until the Force Majeure Event ceases.



Equipment and Scope of Work

Unless purchased, all equipment, telephones, analog terminals adapters (ATA), modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of Unified Communications, LC . Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber will not allow or cause any Unified Communications, LC , provided equipment to be rearranged, moved, modified, repaired, or relocated without Unified Communications, LC , 's written consent, nor will Subscriber create or allow any liens or other encumbrances to be placed on any such Unified Communications, LC , provided equipment. All Unified Communications, LC, provided equipment will be provided for the sole purpose of use in connection with the service(s), shall remain the exclusive property of Unified Communications, LC, or its supplier, respectively, and shall be immediately returned to Unified Communications, LC, upon termination of the Service(s) to which the equipment relates. Subscriber shall be responsible for ensuring that any Unified Communications, LC , provided equipment is maintained in a secure location, and Subscriber shall be fully liable for any and all costs and charges associated with damage to or loss of Unified Communications, LC , provided equipment including, but not limited to, all costs associated with replacement equipment, facilities, and systems together with any costs incurred by Unified Communications, LC , in obtaining or attempting to obtain possession of any such equipment.

During the contract period, leased equipment will be replaced if it fails while being used under normal office conditions. Failure of equipment due to misuse or abuse is not covered and the client will be required to pay for the damaged equipment at manufacturer's published MSRP pricing.

If Subscriber moves from the location that their service was originally installed in, the Subscriber shall pay Unified Communications, LC, then current non-recurring charges for Professional Services to facilitate the move of Unified Communications, LC, and services for Subscriber.

On expiration or termination of this Agreement, Subscriber will return equipment that is owned by Unified Communications, LC. Customer will be billed retail prices for any/all equipment not returned when service is cancelled by either party.



We will coordinate installation of carrier facilities with the end user to define the parameters for carrier facilities being installed as well as participating in the turn up of the facilities to ensure proper operation. Further, Telcom will participate in discussions related to the installation of products on the end user internal network to define the requirements for implementing our products on your network(s).

In the event the end user experiences issues with their carrier facilities or internal network once service has been established, US will work with the end user carrier or IT personnel to determine the cause of the event. If the issue is related to the our provided hardware we will remedy the situation. If the problem is determined to be the result of the carrier or customer network, the end user will be advised of the situation and advised that their IT personnel or the carrier will be responsible for remedying the problem.

US can, at the request of the end user, remain in the discussion and actively participate on behalf of the client to resolve network and/or carrier issues at standard hourly maintenance rates. Once network or carrier issues have been identified to not be US issues, US will not troubleshoot, test or accept the lead responsibility for resolution of issues not related directly to US products without prior written agreement.

Additional Fees: In the event that special construction or networking is needed or requested by the customer to support Unified Communications, LC VoIP service, additional professional service labor is invoiced at \$125.00 per man-hour.