



Service-Specific Terms and Conditions

Introduction.

Please read this Service-Specific Terms and Conditions (“Service-Specific T&Cs”) carefully. Wave offers a variety of communications services (“Services”) to its commercial and governmental customers. This Service-Specific T&Cs contains provisions that apply only to specific types of Services provided by Wave Business. If you receive from Wave Business any of the types of Services described in this Service-Specific T&Cs, then the applicable provisions of this Service-Specific T&Cs apply to your Service. If provisions of this Service-Specific T&Cs apply to one or more of your Services, the provisions of this Service-Specific T&Cs apply to those Services in addition to and in conjunction with the provisions of any Master Services Agreement, Service Order, IRU Agreement or other contract you have entered into with Wave Business (collectively, your “Contract”). To the extent the provisions of this Service-Specific T&Cs conflict with any provisions of your Contract, the provisions of your Contract control. Wave Business may modify this Service-Specific T&Cs at any time without notice. Your continued use of your Services after such modification constitutes acceptance of the modified Service-Specific T&Cs.

Internet Access Service Provisions.

If you receive Internet access Services from Wave Business, then, in addition to the other provisions of your Contract, your use of Wave Business’s Internet access Services is subject to the following terms and conditions:

- (1) End User Access. You must ensure that any persons who have access to the Services through your equipment and/or your internal network comply with the terms of this AUP and your Contract.
- (2) Acceptance of Risk. You expressly acknowledge and agree that the Internet is a shared network that is not secure and that is not controlled by Wave Business. Any content that you access through the Services is provided by independent third-party content providers, over which Wave Business does not exercise control. Wave Business does not preview, exercise editorial control over, or endorse any opinions or information accessed through the Services. You expressly understand and agree that it is possible data or files you send or receive over the Internet will be monitored by third-parties and/or subject to unauthorized access by third-parties. Third-parties may gain access to your data, including confidential information. Data or files transmitted over the Internet may contain computer viruses or other harmful components. Wave Business has no responsibility and assumes no liability for any such acts or occurrences. You expressly assume the risks inherent in connecting your internal network and your equipment to the Internet and in accessing and using the Internet through the Services.
- (3) IP Addresses. Any IP addresses provided to you by Wave Business in connection with the Services are and will remain the property of Wave Business. You will not alter, modify, sell, lease, assign, encumber or otherwise tamper with the IP addresses. Wave Business reserves the right to change addressing schemes at any time.
- (4) Wave G Business. If you receive Wave G Business Internet access Service from Wave Business, you expressly acknowledge and agree that Wave G Business is an “up to” bandwidth Service, with the bandwidth specified on your Contract being the maximum possible bandwidth. You expressly understand and agree that the actual bandwidth you experience at any time will vary based on numerous factors, such as the type and configuration of your internal network equipment, the number of devices simultaneously using your Wave G Business Internet access Service, the amount of traffic Wave Business’s network is then-experiencing, and other similar factors. Additionally, you understand and agree that, while Wave G Business Internet access Service is a fiber-based Service, Wave Business’s normal SLA for lit fiber services does NOT apply to Wave G Business Internet access Service. Instead, Wave G Business Internet access Service is a “best effort” service for which no SLA remedies are available. While Wave Business will use commercially reasonable efforts to ensure that your Wave G Business Internet access Service is available to you twenty-four (24) hours per day,

seven (7) days per week, it is possible that there will be interruptions (e.g., outages) or periods of degradation (e.g., slow transmission) in your Wave G Business Internet access Service. While Wave Business will use commercially reasonable efforts to correct any such interruptions or degradations in a timely manner, you expressly acknowledge and agree that neither service credits nor chronic outage remedies are available to you in connection with problems involving your Wave G Business Internet access Service. Temporary interruptions in or degradation to your Wave G Business Internet access Service do not constitute failures on the part of Wave Business to fulfill its obligations under your Contract.

(5) DDoS Protection Service. If you receive DDoS protection Service from Wave Business in connection with your Internet access Service, you expressly agree and understand that the DDoS protection Service does not guaranty that the Internet access Service for which the DDoS protection Service is activated will never be susceptible to or negatively impacted by any distributed denial of service attack or any other type of hostile hacking activity. Instead, the DDoS protection Service constitutes only one measure of protection against such activities. Wave Business shall not be liable for any damages of any type that may be suffered by you or any of your end users due to any DDoS attacks or other hostile hacking activity experienced by the Internet access Service that the DDoS protection Service does not successfully prevent, alleviate or ameliorate.

Burstable Service Provisions.

If you receive burstable Internet access Services or burstable data transport Services from Wave Business, then, in addition to the other provisions of your Contract, your use of Wave Business's burstable Services is subject to the following terms and conditions. Burstable Internet access or data transport Service allows you to increase from the selected base bandwidth up to the specified maximum burstable bandwidth on an as-needed basis when usage spikes. Charges for burstable Service will be calculated by using the industry standard 95th percentile. The 95th percentile measurement evaluates the regular and sustained use of a network connection and is measured by sampling usage at 5 minute intervals and ignoring the top 5% of usage samples taken over a month. The 95th percentile measure of peak bandwidth will then be compared to the base bandwidth and the incremental usage will be billed at the burst rate in arrears on a monthly basis. Charges for burstable Service will be measured, calculated and accrued on a monthly basis, and billed in arrears on a monthly basis.

SD-WAN, Advanced Firewall & Advanced Cloud Security Service Provisions.

If you receive SD-WAN, Advanced Firewall and/or Advanced Cloud Security Services from Wave Business, then, in addition to the other provisions of your Contract, your use of Wave Business's SD-WAN, Advanced Firewall and/or Advanced Cloud Security Services is subject to the following terms and conditions:

(1) Underlying Internet Connection Required. Wave Business's SD-WAN, Advanced Firewall and Advanced Cloud Security Services are cloud-hosted Services that require an underlying Internet connection in order to operate. The underlying Internet connection does not need to be provided by Wave Business; it may be provided by any Internet access provider. However, the SD-WAN, Advanced Firewall and Advanced Cloud Security Services will not function if you do not have an active connection to the Internet.

(2) Use of Customer Information to Configure Service. In order to configure your SD-WAN, Advanced Firewall and Advanced Cloud Security Service, Wave Business must provide certain information regarding your network configuration (e.g., your company name, service site address(es), circuit IDs, etc.) to the cloud-hosted portal through which your service will be configured and managed. By ordering SD-WAN, Advanced Firewall and/or Advanced Cloud Security Service from Wave Business, you are authorizing Wave Business to use your information to establish and configure your account on the cloud-hosted portal.

(3) Ownership of Equipment. The hardware installed by Wave Business at your service site in connection with your SD-WAN, Advanced Firewall and/or Advanced Cloud Security Service is and shall at all times remain the personal property of Wave Business. Wave Business shall be responsible for the regular maintenance and repair of all such equipment. Should you experience problems with the equipment, you must contact Wave Business and Wave Business will use commercially reasonable efforts to repair or replace the malfunctioning equipment as soon as possible after receiving your

notification. Wave Business shall have the right at any time, and from time to time, during the service term to substitute different equipment for some or all of the equipment initially installed at your service site; provided that the substituted equipment has equivalent or better functionality than the previously installed equipment. Should any equipment require repair or replacement due to your negligent or willful conduct, including the misuse or abuse of same, you shall reimburse Wave Business for the costs of such repair or replacement.

(4) **No Intellectual Property Rights.** By your use of Wave Business's SD-WAN, Advanced Firewall and/or Advanced Cloud Security Services, you will not gain any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights in or to the SD-WAN, Advanced Firewall and/or Advanced Cloud Security products, hardware, firmware, software, or the output from the online cloud-hosted portal, all of which are and shall at all times remain owned by Wave Business or its vendors and suppliers, as applicable. Wave Business or its vendors and suppliers, as applicable, will retain exclusive ownership in all deliverables created hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed in connection with the SD-WAN, Advanced Firewall and/or Advanced Cloud Security Services.

(5) **No Cyber Security or Network Consulting Services.** Wave Business does not provide cyber security consulting, network security consulting, network management consulting or any other similar types of professional services. You understand and agree that Wave Business has not provided you with and will not in the future provide you with any recommendations, guidance or advice regarding your use of the SD-WAN, Advanced Firewall and/or Advanced Cloud Security Services to configure, optimize, monitor and/or protect your network. Instead, you are at all times fully and solely responsible for configuring, optimizing, monitoring and protecting your network using the SD-WAN, Advanced Firewall and/or Advanced Cloud Security Services provided by Wave Business. Should you, at any time, ask Wave Business personnel to modify or alter the configuration of your SD-WAN, Advanced Firewall and/or Advanced Cloud Security Services, Wave Business personnel will not independently assess the advisability of your requested changes. Instead, Wave Business's only obligation in such situation is to make the specific modifications or alterations requested by you.

(6) **Cyber Security Disclaimer.** Use of Wave Business's Advanced Firewall and/or Advanced Cloud Security Services does not guarantee that your network will never be susceptible to or negatively impacted by any cyber security threats or hostile hacking activity (e.g., viruses, malware, denial of service attacks, ransomware, cryptojacking, phishing, SQL injection, man in the middle attacks, etc.). Instead, Wave Business's Advanced Firewall and/or Advanced Cloud Security Services constitute only one measure of protection against such activities. WAVE BUSINESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY TYPE THAT MAY BE SUFFERED BY YOU, OR ANY OF YOUR EMPLOYEES, BUSINESS PARTNERS, CUSTOMERS OR END USERS DUE TO ANY CYBER SECURITY BREACHES OR OTHER HOSTILE HACKING ACTIVITY THAT THE ADVANCED FIREWALL AND/OR ADVANCED CLOUD SECURITY SERVICES DO NOT SUCCESSFULLY PREVENT, ALLEVIATE OR AMELIORATE.

Phone Service Provisions.

If you receive phone Services (including hosted voice Services) from Wave Business, then, in addition to the other provisions of your Contract, your use of Wave Business's phone Services is subject to the following terms and conditions:

(1) **VoIP Services.** Wave Business's voice Services are provided via Internet Protocol voice network (aka "VoIP"). VoIP services operate using the standard commercial electrical power provided to your service site. Wave Business does not provide a back-up generator, UPS or other alternate power source for the Services; accordingly, in the event of a power outage at your service site, unless you have arranged for back-up power, the VoIP Services will be unavailable until electrical service is restored. You acknowledge and accept that the Service is not represented as fail-safe and is not designed for use in situations where error-free or uninterrupted service is essential. Wave Business will not be responsible for, and you expressly assumes all risk of, any losses or damages arising as a result of the unavailability of the Service, including the inability to reach 911 or other emergency services, or the inability to contact your security system, your fire alarm system or any remote medical monitoring service provider.

(2) **Important Notice Regarding E911 Service.** Federal Communications Commission rules require providers of VoIP phone services to remind customers of these important E911 facts: (a) Wave Business needs a complete and correct service site address in order to deliver accurate location information to E911; (b) If you move your VoIP phone equipment to a different physical address, you must call Wave Business immediately to update the location information, otherwise

E911 will not have your correct location information on file; (c) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (d) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended.

(3) Other Providers. Unless otherwise expressly agreed to in writing, Wave Business has no obligation or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. You remain responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers. You understand that you may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

(4) Long Distance Charges. Any long distance rates listed in your Contract are the rates as of the effective date of that Contract and may not reflect the actual rates applicable at any given time during the term of the Contract. All long distance charges are exclusive of applicable taxes, and Wave Business may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs (“Governmental Charges”), plus amounts to recover reasonable administrative costs associated with such Governmental Charges.

(5) CPNI. Wave Business will have access to certain proprietary network information of yours (“CPNI”). Under federal law, you have a right to, and Wave Business has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to you and to enhance Wave Business’s ability to meet your needs. You expressly authorize Wave Business, its affiliates, or its sales representatives to use CPNI to determine if you could benefit from other services offered by Wave Business and its affiliates, and market them to you. You may withdraw your authorization at any time by informing Wave Business in writing. Any such withdrawal will not affect the quality of Services provided to you.

Hosted Voice Service Provisions.

If you receive hosted voice Services from Wave Business, then, in addition to the other provisions of your Contract and the Phone Service Provisions set forth above, your use of Wave Business’s hosted voice Services is subject to the following terms and conditions:

(1) Leased Hosted Voice Equipment. If you are leasing hosted voice equipment (the “Leased Equipment”) from Wave Business, then the Leased Equipment shall at all times be and remain the personal property of Wave Business. Wave Business shall be responsible for the regular maintenance and repair of all Leased Equipment. Should you experience problems with any of the Leased Equipment, you must contact Wave Business and Wave Business will use commercially reasonable efforts to repair or replace the malfunctioning Leased Equipment as soon as reasonably possible after receiving your notification. For Leased Equipment, Wave Business shall have the right at any time, and from time to time, during the service term to substitute different hosted voice equipment for some or all of the Leased Equipment initially installed at your service site; provided that the substituted Leased Equipment has equivalent or better functionality than the previously installed Leased Equipment. Should any Leased Equipment require repair or replacement due to your negligent or willful conduct, including the misuse or abuse of same, you shall reimburse Wave for the costs of such repair or replacement.

(2) Purchased Hosted Voice Equipment. If you have purchased hosted voice equipment (the “Purchased Equipment”) through Wave Business, then upon your acceptance of the Purchased Equipment, the Purchased Equipment shall be and remain your personal property. As between Wave Business and you, you shall be solely responsible for the repair and maintenance of all Purchased Equipment and any and all obligations and liabilities associated therewith. **YOU ACKNOWLEDGE THAT THE PURCHASED EQUIPMENT IS NOT MANUFACTURED BY WAVE BUSINESS AND THAT WAVE BUSINESS DOES NOT SUPPORT AND SHALL HAVE NO MAINTENANCE OBLIGATIONS OR OTHER LIABILITY REGARDING SAME.** WAVE BUSINESS WILL EITHER DELIVER THE MANUFACTURER’S WARRANTY FOR THE PURCHASED EQUIPMENT DIRECTLY TO YOU OR PASS THROUGH THE MANUFACTURER’S WARRANTY TO YOU DEPENDING ON THE APPLICABLE MANUFACTURER’S POLICY. WAVE BUSINESS HEREBY ASSIGNS TO YOU ALL OF THE MANUFACTURERS’ WARRANTIES AND INDEMNITIES RELATING TO THE PURCHASED EQUIPMENT TO THE EXTENT WAVE BUSINESS IS PERMITTED BY THE MANUFACTURER TO MAKE SUCH ASSIGNMENT TO YOU. SUCH ASSIGNMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS IMPOSED BY THE MANUFACTURER WITH RESPECT THERETO. YOUR REMEDY FOR DEFECTIVE PURCHASED

EQUIPMENT SHALL BE AS SET FORTH IN THE APPLICABLE MANUFACTURER'S WARRANTY WHICH IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF AN EQUIPMENT WARRANTY. WAVE BUSINESS DOES NOT EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO YOU OR TO THIRD PARTIES, FOR ANY PURCHASED EQUIPMENT PURCHASED BY YOU PURSUANT TO A CONTRACT, NOR SHALL WAVE BUSINESS HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF (OR INABILITY TO USE) THE PURCHASED EQUIPMENT OR A THIRD PARTY'S UNAUTHORIZED USE OF THE PURCHASED EQUIPMENT. Any questions concerning or requests for maintenance or repair of the Purchased Equipment should be directed to the manufacturer of the Purchased Equipment at issue. If Purchased Equipment impairs the Services, you will remain liable for payment of the applicable monthly service fees. If, at your request, Wave Business attempts to resolve difficulties caused by Purchased Equipment, you will be responsible for Wave Business's then-current commercial rates and terms for such consulting services on a time and materials basis.

(3) Hosted Voice Software. Certain types of hosted voice Services, such as virtual seats, mobile clients, and video conferencing solutions, require the installation of third-party software on your equipment. Additionally, both Leased Equipment and Purchased Equipment may include a limited license to use certain third-party software and/or firmware provided by the vendor or manufacturer of the Leased Equipment / Purchased Equipment. Any such software or firmware provided to you in connection with hosted voice Services shall be collectively referred to as the "Hosted Voice Software." You expressly understand and agree that, unless otherwise provided in any written license agreement or other documentation from the third-party vendor or manufacturer of the Hosted Voice Software, you may only use the Hosted Voice Software for the purposes of using and operating the Leased Equipment / Purchased Equipment and receiving the Services as contemplated by your Contract. You understand and agree that each of the following is prohibited with respect to the Hosted Voice Software: (a) copying the Hosted Voice Software or associated documentation, either in whole or in part; (b) modifying, reverse compiling, reverse assembling or otherwise reverse engineering the Hosted Voice Software, either in whole or in part, or attempting to do any of the foregoing; (c) sub-licensing, leasing, sub-licensing, selling or otherwise distributing the Hosted Voice Software, either in whole or in part, and whether or not for profit, to any third parties; and (d) creating derivative works of, from, based on, using or incorporating all or any portion of the Hosted Voice Software.

(4) Use of Specific Hosted Voice Features. Wave Business's hosted voice Services may include certain features that are enabled by "add-in" software or service components. These features are intended to enhance the functionality of the hosted voice Services and provided you with additional convenience and collaboration tools. Examples of such features include, but are not limited to, SMS messaging, voicemail transcription, voicemail recording and other similar functions, expressly including any additional "add-in" feature enhancements that Wave Business may make available or incorporate into the hosted voice Services in the future. Wave Business has established its pricing for the hosted voice Services based on assumptions of normal business use of the hosted voice Services within the United States of America. Should your use of the hosted voice Services, including any of the "add-in" features such as SMS messaging, significantly exceed normal business use, Wave Business reserves the right to disable the feature(s) at issue and/or impose additional cost-recovery charges for your excessive use.

(5) Installation of Hosted Voice Equipment. As a part of the hosted voice Service, Wave Business will install the hosted voice equipment for you (whether such equipment is Leased Equipment or Purchased Equipment) at the specified service site. If your service site contains existing inside wiring, Wave Business will use your existing wiring for the installation; provided, that Wave Business's use of any existing wiring shall not constitute any type of representation, warranty or guarantee to you that the existing wiring is in good condition and/or free from defects. If your service site does not contain the necessary inside wiring (as determined by Wave Business in Wave Business's commercially reasonable judgment), Wave Business will so notify you and you may elect to install wiring itself or to request that Wave Business install wiring for you. If Wave Business installs wiring for you, such work shall be performed on a time and materials basis, with the wiring to become your personal property upon your acceptance of the Service. If, during the installation process, Wave Business discovers or uncovers any hazardous materials or substances at your service site: (A) Wave Business shall have the option to cease work at the service site and terminate your hosted voice Service Contract, without any liability for or obligation to remove or remediate the hazardous materials so discovered; and (B) you shall indemnify, defend and hold Wave Business harmless from and against any and all claims, costs, damages and expenses incurred by Wave Business in connection with or as a result of the pre-existing hazardous materials, including attorneys' and experts' fees and costs as well as the costs of any environmental assessment or remediation work that may be performed at the service site.

(6) Bring-Your-Own-Phone Provisions. For certain models of phones, Wave Business has the ability to attempt to connect phones that you already own (the "Customer Phones") to Wave Business's hosted voice Service, which eliminates the need for you to lease or purchase phones from Wave Business. If you elect to use your existing Customer Phones with Wave Business's hosted voice Service, you expressly agree to the following provisions: (a) you must supply the passwords for the Customer Phones, otherwise the phones may not be usable with Wave Business's network; (b) the process of connecting the Customer Phones to Wave Business's network involves re-setting the Customer Phones to their factory defaults, which will delete all information stored on the phones, including contact lists, speed dial numbers, as well as the configurations established for connectivity to your previous hosted voice solution; (c) it is possible that attempting to connect the Customer Phones to Wave Business's network could render one or more of the Customer Phones unusable, requiring a firmware re-flash. In such event, Wave Business will have no responsibility or liability for repairing or replacing the Customer Phone(s) at issue. Instead, you expressly assume the risk inherent in attempting to attach the Customer Phones to Wave Business's hosted voice network; and (d) Wave Business will be unable to provide support and troubleshooting for Customer Phones after implementation. Wave Business will be able to troubleshoot problems with Wave Business's network, but if the network is functioning properly and there are technical problems with any of the Customer Phones, you must seek equipment support from the manufacturer or original vendor of the equipment.

ConnectNow Video Conferencing Service Provisions.

If you receive ConnectNow video conferencing Services from Wave Business, then, in addition to the other provisions of your Contract, including the Phone Service Provisions set forth above, and the Hosted Voice Service Provisions set forth above, your use of Wave Business's ConnectNow Service is subject to the following terms and conditions:

(1) Use of ConnectNow Service and Your Responsibilities. Wave Business's video conferencing solution, ConnectNow, is a software-based addition to Wave Business's hosted voice Services that is intended to facilitate group collaboration and remote team communications. You are solely responsible for your use of the Service, including for all use made of the Service by your employees, business partners, and other end users. Your use of the ConnectNow Service shall at all times comply with all applicable laws, including, but not limited to, laws related to recording, intellectual property, privacy and export control.

(a) Registration Information. You may be required to provide information about yourself and your employees and other end users of the ConnectNow Service in order to use the Service or certain functionality provided by the Service. You agree that all such information shall be accurate. You may be asked to choose a user name and password. You are entirely responsible for maintaining the security of your username and password and agree not to disclose same to third-parties.

(b) Your Content. You agree that you are solely responsible for the content sent, transmitted, displayed and/or uploaded by you, your employees and your other end users of the ConnectNow Service. You represent and warrant that you have the right to transmit and upload your content and that such use does not violate or infringe on the rights of any third party. Under no circumstances will Wave Business be liable in any way for any (i) content that is transmitted or viewed while using the ConnectNow Service, (ii) errors or omissions in the content, or (iii) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to your content. Although Wave Business is not responsible for your content, Wave Business may delete any of your content at any time without notice to you if Wave Business becomes aware that your content violates any provisions of your Contract or applicable law. You retain copyright and any other rights you already hold in content which you submit, post or display on, through or using the ConnectNow Service.

(c) Recordings. You are responsible for complying with all recording laws. The host of a ConnectNow session can choose to record ConnectNow meetings and webinars. By using the ConnectNow Service, you are giving Wave Business consent to store recordings for any or all ConnectNow meetings or webinars that you join, if such recordings are stored in Wave Business's systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar.

(d) Prohibited Use. You agree that you will not use, and will not permit any of your employees, business associates or other end users of the ConnectNow Service to do any of the following: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the

ConnectNow Service, (ii) knowingly or negligently use the ConnectNow Service in a way that abuses, interferes with, or disrupts Wave Business's network, your accounts or the ConnectNow Service, (iii) engage in activity that is illegal, fraudulent, false or misleading, (iv) transmit through the ConnectNow Service any material that may infringe the intellectual property or other rights of third parties, (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the ConnectNow Service, (vi) use the ConnectNow Service to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any third party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation; (vii) upload or transmit any software, content or code that does or is intended to hard, disable, destroy or adversely affect performance of the ConnectNow Service or the Wave Business network in any way, or which does or is intended to harm or extract information or data from other hardware, software or networks of Wave Business or other users of Wave Business's Services, (viii) engage in any activity or use the ConnectNow Service in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the ConnectNow Service, or any servers or networks connected to the Service or Wave Business's security systems, (ix) use the ConnectNow Service in violation of any Wave Business policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings.

(e) Limitations on Use. You may not reproduce, resell, or distribute the ConnectNow Service or any reports or data generated by the ConnectNow Service for any purpose unless you have been specifically permitted to do so under a separate agreement with Wave Business. You may not offer or enable any third parties to use the Service purchased by you, display on any website or otherwise publish the ConnectNow Service or any content obtained from the Service (other than content created and owned by you) or otherwise generate income from the ConnectNow Service. You may not use the ConnectNow Service for the development, production or marketing of a service or product substantially similar to the ConnectNow Service.

(f) Responsibility for End Users. You are responsible for the activities of all of your employees and other end users who access or use the ConnectNow Service through your account and you agree to ensure that all such employees and end users comply with the terms of your Contract, including the provisions of this Service-Specific T&Cs document, and any other Wave Business policies. If you become aware of any violation of your Contract in connection with the use of the ConnectNow Service by any person, please notify Wave Business immediately. Wave Business may investigate any complaints and violations that come to its attention and may take any (or no) action that Wave Business believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or user profiles.

(2) Not for Use in High Risk Environments. THE CONNECTNOW SERVICE IS NOT POSITIONED, INTENDED OR DESIGNED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING, WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT AND/OR WEAPONS SYSTEMS. YOU MUST NOT USE THE CONNECTNOW SERVICE IN ANY HIGH RISK ENVIRONMENT.

(3) Not Intended for Secure Communications. THE CONNECTNOW SERVICE IS NOT POSITIONED, INTENDED OR DESIGNED TO PROVIDE SECURE COMMUNICATIONS AND MUST NOT BE USED IN SITUATIONS WHERE THE CONFIDENTIALITY, PRIVACY OR SECURITY OF THE COMMUNICATION AT ISSUE IS ESSENTIAL OR PARAMOUNT. ConnectNow contains certain industry-standard features that, when correctly configured and enabled, can increase the security of ConnectNow sessions. Wave Business strongly recommends that you use the available security features of the Service. However, even with proper configuration of ConnectNow's settings, it is possible that communications made using ConnectNow may be intercepted by unauthorized third parties, disseminated beyond your intended audience, recorded or altered without your consent, or otherwise compromised by hostile hacking activity. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE CONNECTNOW VIDEO CONFERENCING SERVICE IS NOT GUARANTEED TO BE SECURE. INSTEAD, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE CONNECTNOW SERVICE IS AT YOUR SOLE RISK. WAVE BUSINESS SHALL NOT BE LIABLE FOR ANY BREACHES OF PRIVACY, UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, OR OTHER DAMAGES OR LOSSES OF ANY TYPE THAT MAY BE SUFFERED BY YOU, OR ANY OF YOUR EMPLOYEES, BUSINESS PARTNERS OR END USERS DUE TO ANY SECURITY WEAKNESSES IN THE CONNECTNOW SOFTWARE OR ANY HOSTILE HACKING ACTIVITY EXPLOITING SAME.

(5) No Warranties; Acceptance of Risk. YOU UNDERSTAND AND AGREE THAT THE CONNECTNOW SERVICE IS PROVIDED "AS-IS" AND WAVE BUSINESS, ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WAVE BUSINESS, ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT THE SERVICE WILL MEET ANY USER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE CONNECTNOW SERVICE REMAINS WITH YOU. WAVE BUSINESS DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATION BETWEEN USERS. WAVE BUSINESS CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE.

Dark Fiber Service Provisions.

If you receive dark fiber Services from Wave Business, then, in addition to the other provisions of your Contract, your use of Wave Business's dark fiber Services is subject to the following terms and conditions:

(1) Grant of License. Beginning on the service commencement date for each segment of dark fiber, and continuing through the term of your Contract, Wave Business grants to you, and you accept from Wave Business, a license (the "License") to use the specified number of dark fiber strands on the segment (the "Licensed Fibers") by accessing same solely at the A Location and Z Location end points (the "End Points") specified in your Contract. You are not permitted to access the Licensed Fibers at any location other than the End Points. The License does not include any right on your part to: (i) own, control, possess, encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Wave Business-owned equipment, or any other property of Wave Business; or (ii) use or access any of the other fiber optic strands that may be in the same cable bundle as the Licensed Fibers.

(2) Route of Licensed Fibers. Wave Business shall at all times have full and complete discretion to choose the route along which the Licensed Fibers are installed between the End Points. That route will not necessarily be the most direct route between the End Points. Wave Business may, from time to time, elect to change the route along which the Licensed Fibers are installed. So long as the technical specifications for each Fiber Route continue to be met, you shall have no authority to approve or disapprove of any particular installation route. In the event of any route relocation, Wave Business shall use commercially reasonable efforts to minimize the disruption to your use of the Licensed Fibers.

(3) Wave Business's Retained Rights. Wave Business retains the exclusive right to provide services using, or to sell or lease to other customers or end users fibers (other than the Licensed Fibers) contained in the same cable bundle as the Licensed Fibers. Wave Business shall not use the Licensed Fibers during the service term of your Contract.

(4) Standard Technical Specifications. Wave Business's dark fiber will typically comply with the following specifications: (i) the maximum bi-directional average splice loss shall not exceed 0.15 dB; and (ii) the attenuation shall not exceed 0.25 dB/km when measured at a wavelength of 1550 nm. If your Service Order, IRU Agreement or other contract contains different technical specifications from those listed above, the technical specifications set forth in your Service Order or IRU Agreement (as applicable) control.

Video Service Provisions.

If you receive video Services from Wave Business, then, in addition to the other provisions of your Contract, your use of Wave Business's video Services is subject to the following terms and conditions:

(1) Price Increases. After the first twelve (12) months of the Initial Service Term, the MRC for the video Services is subject to increase; provided, that in no event shall any such increase exceed Wave Business's increased direct costs to deliver the video Services. Should Wave Business elect to increase the price of some or all of the video Services provided

to you, Wave Business shall deliver at least thirty (30) days advance written notice to you specifying the amount of the price increase.

(2) Additional Charges. The MRC for video Services that is specified on your Service Order does not include Applicable Taxes, franchise fees, FCC regulatory fees, broadcast station retransmission fees (aka RTC fees), certain sports programming fees or any charges or fees imposed by a governmental authority on the provision of the Services, all of which shall be passed through to you as additional line items on your monthly invoice.

(3) Channel Line-Up. Wave Business may at any time and from time to time change the number and/or identity of the signals comprising the Services and/or the placement of those signals (aka the “channel line-up”). In connection with providing Services to you, Wave Business, its authorized agents and equipment manufacturers may send code updates to your equipment including, but not limited to, cable modems, digital interactive televisions with CableCARDS, MTAs, HD DTAs or other similar equipment at any time. Such code updates may change, add or remove features or functionality of any such equipment or the Services.

(4) Restricted Viewing in Public Areas. Pursuant to the provisions of one or more of Wave Business’s programming agreements with video content providers, you may be restricted from showing certain channels of the Services in public areas (e.g., meeting rooms, lobbies, exercise rooms, restaurants, etc.). You agree that you will not display the Services in public areas. Wave Business shall not be liable to you or to any third party should you violate the preceding sentence.

(5) Separate Music Licenses. You may be required by law to obtain separate music performance license(s) if you use the audio component of the Services in public areas (e.g., meeting rooms, lobbies, exercise rooms, restaurants, etc.). You are solely responsible for (i) investigating and determining the need for such license(s), and (ii) taking all steps necessary to obtain and pay for such license(s).

(6) No Unauthorized Distribution. Any video Services provided to you pursuant to the Agreement are for the sole benefit of you and your employees, contractors, agents, and/or end users who occupy the units at the Service Site. You shall not re-sell or allow redistribution of the Services to any third party, either in whole or in part, whether directly or indirectly, and whether on an integrated or unintegrated basis. You are responsible for all access to and use of the Services by means of your equipment and your internal wiring, whether or not you have actual knowledge of or authorize such access or use. You agree to implement commercially reasonable security measures to prevent unauthorized use of, access to, or redistribution of the Services.

(7) Performance; Technical Support. Wave Business shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the video Services are available to you twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of the video Services. You understand and agree that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Wave Business’s reasonable control. Temporary service interruptions for such reasons, as well as all service interruptions caused by your employees, contractors, agents, or end users, will not constitute failures by Wave Business to perform its obligations under the Agreement. If Wave Business responds to a request from you for technical support and Wave Business determines that the problem was due to or caused by you or your employees, agents or end-users, or by your equipment rather than any aspect of Wave Business’s network or Wave Business’s equipment, then you shall compensate Wave Business for its time spent troubleshooting the problem at Wave Business’s then-current rates.

(8) Right to Audit. Wave Business may, at any time during the Service Term, upon reasonable advance notice to you, enter onto the Service Site to perform an audit verifying that your use of the video Services complies with the provisions of the Agreement. Should Wave Business reasonably determine, whether through an audit or otherwise, that your use of the video Services has violated any provision of the Agreement, you agree to immediately correct same.

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