

STANDARDIZED TERMS AND CONDITIONS

SIGNING UP FOR THE CRCOG/CCAT/GENIE HOSTED VOIP PBX SOLUTION CREATES A CONTRACT BETWEEN CUSTOMER AND GENIE INNOVATIONS, CONSISTING OF THE GENIE INNOVATIONS LETTER OF AUTHORIZATION, E911 INFORMATION FORM, PRICING QUOTE, TECHNICAL SUPPORT REPORTING PROCESS/TECHNICAL ESCALATION STEP, SERVICE LEVEL AGREEMENT, AND SERVICE ORDER AND THIS AGREEMENT.

1. **INTRODUCTION.** These Genie Innovations Standard Terms and Conditions, together with the Genie Innovations Letter of Authorization, E911 Information Form, Pricing Quote, Technical Support Reporting Process/Technical Escalation Step, Service Level Agreement, and Service Order expressly incorporated herein by reference (collectively, the “Agreement”), constitutes the entire agreement between Genie Innovations, LLC a Connecticut Limited Liability Company (hereinafter referred to as “Genie Innovations”) and (Insert Entity) (herein after referred to as “Customer,” “user” or “Customer”) regarding the CRCOG/CCAT/Genie Hosted VoIP PBX Solution (as defined herein), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term “Genie Innovations” include Genie Innovations’ respective subsidiaries, affiliates, agents, employees, successors, attorneys and any other service provider that furnishes Services or Devices to Customer in connection with this agreement.

Under the Agreement between CRCOG and Genie Innovations, Genie Innovations may offer the CRCOG/CCAT/Genie Hosted VoIP PBX Solution to entities that are members of the CRCOG IT Services Cooperative. By entering into the Agreement, Customer represents and warrants that Customer is a member in good standing of the CRCOG IT Services Cooperative.

2. **DEFINITION OF SERVICE.** The CRCOG/CCAT/Genie Hosted VoIP PBX Solution is an enhanced voice communication service that uses Customer’s existing connectivity to the Nutmeg Network, where available, or Customer’s existing connectivity to the Internet, where the Nutmeg Network is not available, to transport voice communications to and from Customer’s individual telephone equipment. The CRCOG/CCAT/Genie Hosted VoIP PBX Solution also provides Customer with voice communications and enhanced PBX capability by routing Customer’s telephone communications to and from Genie Innovations’ PBX equipment and switches that are hosted at CCAT located in East Hartford, Connecticut and/or at CyrusOne located in Norwalk, Connecticut. The CRCOG/CCAT/Genie Hosted VoIP PBX Solution also provides the capability to route telephone calls to and from remote and mobile telephone equipment in the event of emergencies and outages. The CRCOG/CCAT/Genie Hosted VoIP PBX Solution also includes emergency backup routing should the Nutmeg Network experience an outage. For purposes of this Agreement, the term “Service” shall mean the CRCOG/CCAT/Genie Hosted VoIP PBX Solution, including all features, and services provided by Genie Innovations. For purposes of this Agreement, a “Program Device” shall mean Genie Innovations-provided equipment such as telephones, telephone adapters, or routers which are included in the CRCOG/CCAT/Genie Hosted VoIP PBX Solution program. For purposes of this Agreement, a “Non-Program Device” shall mean Genie Innovations provided equipment which is being provided outside of the CRCOG/CCAT/Genie Hosted VoIP PBX Solution program. Program Devices and Non-Program Devices may be referred to herein collectively as “Devices”.
3. **TERMS AND PRICING.** The terms, conditions and pricing for the Service and Program Devices (other than Non-Program Devices) have been agreed to between CRCOG and Genie Innovations and may not be revised without approval of both CRCOG and Genie Innovations. The terms, conditions and pricing include these Standardized Terms and Conditions, the Genie Innovations Letter of Authorization, E911 Information Form, Pricing Quote, Technical Support Reporting Process/Technical Escalation Step, Service Level Agreement, and Service Order. Genie Innovations also provides Customer with a list of

Hosted Features available from the PBX and the types of telephone devices available as part of the CROCOG/CCAT/Genie Hosted VoIP PBX Solution. The Hosted Features available and types of telephone devices available may change from time to time but will not materially affect the features and function of the CROCOG/CCAT/Genie Hosted VoIP PBX Solution. The terms and conditions also include Genie Innovations' Acceptable Use Policy which Genie Innovations has posted on the Genie Innovations Website ("the Website") and deemed given and effective on the date posted to the Website and may be amended from time to time.

4. **CUSTOMER REPRESENTATIONS.** The person signing below on behalf of Customer represents and warrants that:
- (a) Customer's primary business address is in the State of Connecticut.
 - (b) Customer possesses the legal right and ability to enter into this Agreement and has received all necessary State, municipal and other approvals to enter into this Agreement
 - (c) Customer is a member in good standing of the CROCOG IT Services Cooperative.
 - (d) The person signing below on behalf of Customer is authorized to act on behalf of Customer's company.
 - (e) Customer will provide true and accurate locational information for each telephone attached to the Service and Customer understands that providing false or incorrect information may result in the inability of a 911- dialed call to be correctly routed to emergency service personnel. Customer shall promptly notify Genie Innovations whenever a telephone location address is changed or moved.

5. **USE OF SERVICE AND DEVICE.**

5.1. **Business Plans.** Customer may not resell or transfer the Service or a Program Device to any other person or entity for any purpose or make any charge for the use of the Service or a Program Device, without express written permission from Genie Innovations in advance. Genie Innovations reserves the right to immediately terminate, change or modify the Service or the Pricing Schedule if Genie Innovations determines, in its sole discretion, that Customer is using the Service for violation of this section.

5.2. **User Responsibility.** Customer agrees that Customer is responsible for all use(s) related to the Service and the Program Devices. Customer understands that this means that Customer accepts full liability and responsibility for Customer's actions or the actions of anyone who uses the Service or the Program Devices with or without Customer's permission. Customer acknowledges that Genie Innovations will be sending Customer information via e-mail over the Internet. Customer agrees that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls Customer transmit over the Internet. In order to maintain the security of Customer's Service, Customer should safeguard Customer's User IDs and Passwords, as well as the media access control (MAC) address of any adapter. The MAC address is one of the pieces of information used by Genie Innovations to authenticate customer calls and should not be shared.

5.3. **Use of Service and Devices by Customer outside the United States and Canada.** While Genie Innovations encourages use of the Service within the United States and Canada to other countries, Genie Innovations does not presently offer or support the Service to customers located in any countries other than the United States and Canada. Genie Innovations Services are only for use by persons or entities whose primary residence or business address is in the United States or Canada. Genie Innovations' Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection Customer uses is outside the United States or Canada and/or Customer's ISP places restrictions on the usage of VoIP services, Genie Innovations does not represent or warrant that use of the Service by Customer is permitted by any other jurisdictions or by any or all ISPs.

If Customer removes a Program Device to a country other than the United States or Canada, or use the Service from there, Customer does so at its own risk, including the risk that such activity violates local laws in the country where Customer does so. Customer will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. Customer also agrees to indemnify Genie Innovations for any claims, damages or expenses resulting from Customer's use of the Service outside of the United States. Genie Innovations reserves the right to disconnect Services immediately if Genie Innovations determines, in its sole and absolute discretion, that Customer has used the Service or a Program Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States and Canada. Customer is solely liable for any and all use of the Service and/or Program Device by any person making use of the Service or Program Device provided to Customer.

5.4 Account Ownership. The owner of the account under which the Services are ordered shall be the legal entity that signs up for the Services with Genie Innovations.

6. LOCAL NUMBER PORTABILITY. In the event Customer is transferring an existing phone number from Customer's current local service provider to a local service provider that provides local service for the Service, the following terms and conditions apply:

6.1 Authorization. Customer hereby authorizes Genie Innovations to process Customer's order to notify Customer's current local service provider of Customer's decision to switch Customer's local services to a carrier selected by Genie Innovations for the Service and to transfer Customer's telephone number(s) from its current local service provider to another local service provider as determined by Genie Innovations, and represent that Customer is authorized to take these actions. Customer will be required to complete a Letter of Authorization, provide Genie Innovations with a copy of Customer's most recent bill from Customer's service provider, as well as provide Genie Innovations with any other information required by Customer's service provider to port Customer's number(s). Failure to provide any information requested by Genie Innovations or the third party services provider will delay the porting of the number(s) to the new local service provider. Genie Innovations shall not be responsible for any delay in the port of Customer's number(s) and will not provide credit for any such delays.

6.2 Activation. Customer agrees and acknowledges that Customer must install and activate the Program Devices prior to the date that the number(s) switch becomes effective. Customer may be assigned a temporary telephone number(s) until the transfer is completed. Customer may place and receive calls using this temporary number until such time as the phone number(s) are transferred. Genie Innovations will assist Customer to install and activate the Program Devices and coordinate the transfer of telephone numbers.

6.3 Limitation. Genie Innovations has the right to refuse to port a number if, in its sole discretion, it does not have the infrastructure to support the number. Customer also understands that certain telephone numbers in use for services not compatible with VoIP will not be ported and Customer shall be responsible for maintaining those telephone numbers and services with its current local service provider (such as alarm circuits).

7. SERVICE DISTINCTIONS. Customer acknowledges and understands that the Service is not a "telephone service" as defined under federal and state law, and Genie Innovations provides the Service on a best efforts basis. Important distinctions exist between "telephone service" and the enhanced Service offering provided by Genie Innovations. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect Customer's rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond Genie Innovations' control may affect the Service, such as power outages, fluctuations in the internet,

Customer's underlying ISP or broadband service, or maintenance. Genie Innovations will act in good faith to minimize disruptions to Customer's use of and access to Genie Innovations' Service.

7.1. EMERGENCY SERVICES - 911 DIALING. Genie Innovations has provided Customer with the E911 Information Form. CUSTOMER'S SERVICE WILL NOT BE ACTIVATED UNTIL GENIE INNOVATIONS RECEIVES AN AFFIRMATIVE ACKNOWLEDGEMENT THAT CUSTOMER HAS READ AND UNDERSTOOD THE E911 INFORMATION FORM.

7.2. No 0+ or Operator Assisted Calling; May Not Support X11 Calling. Customer acknowledges and understands that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial-around calls. The Service may not support 311, 511, and other x11 services in one or more service areas.

7.3. No Directory Listing. The phone numbers Customer obtains from Genie Innovations will not be listed in any telephone directories. However, Genie Innovations will make all best and reasonable efforts to have any phone numbers ported from Customer's local phone company be listed in the appropriate telephone directories.

7.4. Incompatibility with Other Services.

7.4.1. Non-Voice Equipment Limitations. Customer acknowledges and understands that the Service is not compatible with all non-voice communications equipment, including but not limited to, security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, modems and medical monitoring devices. By accepting this Agreement, Customer waives any claim Customer may have against Genie Innovations for interference with or disruption of such systems due to the Service.

7.4.2. Certain Broadband, Cable Modem, and Other Services. There may also be other services with which the Service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service. Genie Innovations does not warrant that the Service will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

7.5 Use Outside of the United States and Canada. As previously noted there are limitations with the Service's access to 911. Genie Innovations does not provide access to emergency services in any country outside of the United States. Genie Innovations disclaims any obligation to provide Customer with access to emergency services in any jurisdiction other than the United States and Canada.

8. LENGTH OF SERVICE.

8.1. Service Term. Genie Innovations provide the Service for the term that Customer has signed up for in the Service Order (the "Term"). Customer's Term begins on the date that the Service becomes available to Customer for first use using the Program Devices (the "Installation Date"). Genie Innovations will send Customer a confirmation of the Installation Date.

8.2. Automatic Renewal. Genie Innovations shall automatically renew the Service on a month to month Term on the last date of the Term unless Customer cancels the Service before the end of the Term. The charges for the month to month Term will be charged to the Purchase Order for the Service during the Term.

8.3. Genie Innovations' right to disconnect. Genie Innovations has the right to suspend or discontinue the Service upon the termination by CRCOG/CCAT of that certain Master Contract for Voice over Internet Protocol Services between Genie Innovations and CRCOG/CCAT. In addition, Genie Innovations reserve the right to immediately disconnect the Service at any time without notice due to non-payment or unlawful or inappropriate use of the Service.

8.3.1. All charges owed at the time of disconnection will be immediately payable. Genie Innovations has the right to pursue collection for unpaid amounts on disconnected accounts.

8.4. Termination of Service. In order to terminate the Service, Customer must contact Genie Innovations via email at support@ip-genie.com or by calling 1-860-610-6006 prior to expiration of the current Service Term.

9. DEVICES.

9.1. Ownership and Risk of Loss. Customer will own the Devices and bear all the risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices. Returns of non-defective Devices will not be accepted.

9.2. Replacement of a Defective Device. All Devices purchased from Genie Innovations will be new Devices covered by their respective factory warranties and Genie Innovations warranties the Program Devices for the Term. Non-Program Devices are covered by their respective factory warranties only. Prior to returning the Program Devices, Customer must contact Genie Innovations at support@ip-genie.com so that Genie Innovations may determine whether a defect exists and to receive an RMA number, which is required along with the return. Genie Innovations will handle the return of all Program Devices to the manufacturer. Genie Innovations will replace any Program Devices with the same or similar functioning Devices. Genie Innovations reserves the right to replace Program Devices with re-conditioned Devices.

9.3. Receipt of Damaged Devices. If Customer receives Devices that are visibly damaged, Customer must note the damage on the carrier's freight bill or receipt and keep a copy. Customer must also keep the original carton, all packing materials, and parts in the same condition in which Customer received them from the carrier. Customer must then contact Genie Innovations immediately at support@ip-genie.com for return instructions.

9.4. Tampering with the Device. Customer may not change the electronic serial number or equipment identifier of any Device or perform a factory reset of any Device without first getting Genie Innovations' written consent.

9.5. Prohibited Devices. Customers are prohibited from using the Services with any Devices other than Genie Innovations-approved Devices received from Genie Innovations.

10. FEES AND CHARGES.

10.1. Genie Innovations has provided Customer with a Service Order which includes all fees and charges for the Service and the Devices. These fees and charges have been agreed to between CRCOG/CCAT and Genie Innovations and may not change during the Term. All fees and charges include all Regulatory Recovery Fees, Universal Service Fund fees, and E911 fees.

10.2. Taxes. Customer is responsible for, and shall pay any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription

or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Device and will be billed to Customer. If Customer is exempt from payment of such taxes, Customer will provide Genie Innovations with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Genie Innovations receives such certificate.

11. BILLING AND PAYMENT.

11.1. Billing. Genie Innovations will charge Customer monthly in advance for the Service. When Customer subscribes to the Service, Customer must give Genie Innovations a valid purchase order that is accepted by Genie Innovations. Except for usage-based charges, if any, Genie Innovations will bill in advance to Customer's purchase order all charges, fees, taxes, and surcharges for the Service. Bills will be transmitted to Customer as agreed to between Customer and Genie Innovations. The first Bill for the Service will charge for the first month of Service and all Devices. Payment of the first Bill is due prior to the Installation Date. Customer shall receive a Bill for the Service at least 30 days prior to the month for which the Service is being billed. Payment for each Bill is due prior to the first day of the month for which the Service is being billed.

11.2. Collection. If Genie Innovations disconnect the Service, Customer will remain liable to Genie Innovations for all charges under this agreement and all the costs Genie Innovations incurs to collect these charges, including, without limitation, collection costs and attorney's fees.

11.3. Billing Disputes. Customer must notify Genie Innovations in writing within thirty days after the billing date for any invoice if Customer disputes any Genie Innovations charges on that invoice or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: billing@ip-genie.com.

12. PRICING AND PAYMENT.

12.1. Prices and Fees. Genie Innovations fees and charges for the Service are supplied to Customer on the Service Order Customer further agrees that any taxes will be charged to Customer

13. Acceptable Use Policy. Customer agrees to comply with the Genie Innovations Acceptable Use Policy ("AUP"), which is posted on Genie Innovations' web site and is incorporated into this policy with this reference. Changes to the AUP may be made at any time without notice to Customer and is effective the day following posting to Genie Innovations' web site.

14. MANAGEMENT OF CUSTOMER'S DATA AND COMPUTER.

14.1. System Management and Service Performance. Customer is solely responsible for obtaining, installing, configuring and maintaining suitable equipment other than Program Devices, including Customer's computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate Customer's computer. Genie Innovations will only provide technical assistance with respect to Genie Innovations provided Program Devices.

14.2. Monitoring of Network Performance. Genie Innovations automatically measures and monitors network performance. Genie Innovations also will access and record information about Customer's computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to Customer's computer settings will be made without Customer's permission. Customer hereby consents to Genie Innovations' monitoring of Customer's Internet

connection and network performance, and the access to and adjustment of Customer's computer settings, as set forth above, as they relate to the Service.

14.3. Storage of User Information. Genie Innovations is not obligated to store Customer's communications logs, voicemails, faxes, e-mails, or other messages and does so only as a convenience to Customer. Customer agree that Genie Innovations has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Service. Customer acknowledges and agrees that Genie Innovations may establish limits as to the size of communications that Genie Innovations transmits or stores and the duration for which Genie Innovations stores any communications.

15. LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION.

15.1. WARRANTIES.

15.1.1 EXCEPT AS OTHERWISE SET FORTH HEREIN, GENIE INNOVATIONS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICES OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. GENIE INNOVATIONS DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. GENIE INNOVATIONS DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICE AND DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT EXCEPT AS SET FORTH OTHERWISE HEREIN. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST GENIE INNOVATIONS TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

15.1.2. GENIE INNOVATIONS WILL NOT GIVE CUSTOMER CREDIT FOR ANY INTERRUPTION OF GENIE INNOVATIONS SERVICE, INCLUDING INTERNATIONAL CALLING SERVICES. THE LIABILITY OF GENIE INNOVATIONS TO CUSTOMER HEREUNDER SHALL BE LIMITED IN ALL INSTANCES TO THE AMOUNT OF FEES PAID BY CUSTOMER TO GENIE INNOVATIONS DURING THE TIME FRAME AFFECTED OR FOR THE PRIOR 12 MONTHS HEREUNDER WHICHEVER IS LESS.

15.2. LIMITATION OF LIABILITY.

15.2.1. IN NO EVENT SHALL GENIE INNOVATIONS BE LIABLE TO CUSTOMER, CUSTOMER'S REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE

INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL GENIE INNOVATIONS BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO GENIE INNOVATIONS OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND GENIE INNOVATIONS' CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. GENIE INNOVATIONS SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO GENIE INNOVATIONS' 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 MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF GENIE INNOVATIONS' NEGLIGENCE OR OTHER ACTS OR OMISSIONS. GENIE INNOVATIONS' LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE FEES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT GENIE INNOVATIONS WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST GENIE INNOVATIONS TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

16. INDEMNIFICATION AND WAIVER OF CLAIMS.

16.1. INDEMNIFICATION.

16.1.1. CUSTOMER IS LIABLE FOR ANY AND ALL USE OF THE SERVICE AND/OR DEVICE BY ANY PERSON MAKING USE OF THE SERVICE, AND CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS GENIE INNOVATIONS AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS GENIE INNOVATIONS FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE TO THIRD PARTIES RELATING TO OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE, UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM GENIE INNOVATIONS' GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

16.1.2. GENIE INNOVATIONS AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER AGAINST ANY AND ALL LIABILITY FOR ANY FAILURE TO COMPLY WITH THIS AGREEMENT. GENIE INNOVATIONS AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE TO THIRD PARTIES RELATING TO OR ARISING OUT OF GENIE INNOVATION'S PROVISIONING OF THE SERVICE, UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM CUSTOMER'S GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

17. **CONTENT.** Customer is liable for all liability that may arise from the content Customer transmits to any person, whether or not Customer authorizes it, using the Service or a Device. Customer promise that Customer and anyone who uses the Service shall comply at all times with all laws, regulations, and written and electronic instructions for using the Service and Devices.

18. **MISCELLANEOUS LEGAL CONSIDERATIONS.**

18.1. **Governing Law.** This Agreement and the relationship between Customer and Genie Innovations shall be governed by the laws of Connecticut and the by-laws, policies and procedures of the Capitol Region Council of Governments without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Connecticut and venue for any such claim shall be the Connecticut Superior Court, Judicial District of Hartford at Hartford.

18.2. **No Waiver of Rights.** Either Parties failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. Genie Innovations reserves all of its rights at law and equity to proceed against anyone who uses the Services or Device illegally or improperly. All determinations by Genie Innovations under this Agreement and exercise of its rights are made and done in Genie Innovations' sole and absolute discretion.

18.3. **No Third Party Beneficiaries.** This Agreement does not create any other third party beneficiary rights.

18.4. **Entire Agreement.** This Agreement, the Service Order, the applicable service descriptions, the AUP, or any reference herein to the content of Genie Innovations' websites constitute the entire agreement between Customer and Genie Innovations and govern Customer's use of the Service, superseding any prior agreements between Customer and Genie Innovations and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No changes to this Agreement shall be binding upon either Customer or Genie Innovations unless they are assigned by the parties.

18.5. **Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this agreement.

18.6. **Arbitration; Waiver of Judge or Jury Trial.** Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the

arbitrator shall be final and binding. The prevailing party shall be entitled to recover, as part of its judgment, reasonable legal fees and costs from the other party. The arbitration shall be in Hartford County, Connecticut. Customer and Genie Innovations agree that, by entering into this agreement, Customer and Genie Innovations are waiving the right to a trial by judge or jury.

18.7. Statute of Limitations. Customer must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 10 and 11 of the agreement), or Customer waive the right to pursue a claim based upon such event, facts, or dispute.

19. **PRIVACY.** Genie Innovations' Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Customer acknowledges and understands that Genie Innovations cannot guarantee that voice over IP communication is completely secure. Customer agrees that Genie Innovations may access all features of Customer's account and the Service to determine whether the Service is being used fraudulently and/or in violation of this Agreement, and for any other purposes. CUSTOMER AGREES THAT GENIE INNOVATIONS SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Genie Innovations is committed to respecting Customer's privacy relating to personally identifiable information. Once Customer chooses to provide personally identifiable information, it will only be used in the context of Customer's relationship with Genie Innovations. Genie Innovations will not sell, rent, or lease Customer's personally identifiable information to others. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Genie Innovations may disclose personally identifiable information. Please refer to Genie Innovations' Privacy Policy for additional information.
20. **RECORDING CONVERSATIONS.** Certain Genie Innovations Services provide a function that allows Customer to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, Customer is required to obtain consent from all parties to a record a conversation. Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Genie Innovations expressly disclaims all liability with respect to Customer's recording of telephone conversations. Customer hereby agrees to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Genie Innovations from and against any damages or liabilities of any kind related to Customer's recording of any telephone conversations using the Services.
21. **ASSIGNMENT.** Genie Innovations may assign all or part of its rights or duties under the Agreement without notifying Customer. If Genie Innovations does that, Genie Innovations has no further obligation to Customer. Customer may not assign the Agreement or the Service or Device without Genie Innovations' prior written agreement.
22. **SURVIVAL.** The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and Customer's obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.
23. **CALEA.** Genie Innovations intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the Service, Customer hereby agrees and consent to Genie Innovations' right to monitor and otherwise disclose the nature and content of Customer's communications if and as required by CALEA without any further notice to Customer.
24. **FORCE MAJEURE (EVENTS BEYOND GENIE INNOVATIONS' CONTROL).** Genie Innovations shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or

contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of Genie Innovations' best efforts.

- 25. **SOFTWARE COPYRIGHT** Any software used by Genie Innovations to provide the Service and any software provided to Customer in conjunction with providing the Service is protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it.

- 26. **COPYRIGHT AND TRADEMARK; COPYRIGHT INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE.** Genie Innovations' Web site content, Genie Innovations' materials, services, logos, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by Customer may result in civil or criminal prosecution.

Entity: _____

Signature: _____

Name: _____

Title: _____

Date: _____