



## Terms and Conditions

The following terms and conditions are applicable to and incorporated into the “Service Agreement” (s) between Vision CTS, LLC (hereinafter, VCTS) and its Customer.

### 1. Provision of Services and Equipment

1.1 Any reference to the Service Agreement shall include the terms and conditions on the pages of that agreement signed by Customer as well as all of the terms and conditions below.

1.2 VCTS will provide, and the Customer agrees to purchase communications services, maintenance and installation services (collectively “Services”), and lease or purchase equipment (“Equipment”) as described on the Service Agreement signed by VCTS and the Customer.

Vision CTS voice-enabled numbers may include access to SMS messaging capabilities, which may be activated upon request. Use of SMS is subject to all applicable laws and regulations and also governed by our Acceptable Use Policy. Customers must ensure lawful and consent-based usage. Messaging content is not reviewed or moderated by Vision CTS. Vision CTS does not pre-screen messaging content and assumes no responsibility for message legality or consent.

1.3 In the event of any inconsistencies between these terms and conditions, the Service Agreement, and services regulated by and/or governed by tariff or price schedule filed with the Federal Communications Commission or a state public utilities commission, the greater price of the tariff or price schedule filed with such agency or the Service Agreement shall control, unless otherwise prohibited by law, in which case the tariff or price schedule filed with such agency shall govern to the extent of such tariff or price schedule only, and all other provisions of the Service Agreement shall remain in force and effect.

1.4 VCTS will provide, maintain and repair the VCTS owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer’s equipment or inside wiring.

1.5 Customer shall provide VCTS reasonable access to Customer’s premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment. Customer shall designate a point of contact for VCTS to use in communicating with Customer regarding all such items. Customer shall do so pursuant to procedures and on forms established from time to time by VCTS. VCTS shall not be liable for Customer’s failure to provide VCTS a designated contact person for these purposes.

1.6 VCTS will manage its network in VCTS’s sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. VCTS will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. VCTS reserves the right to suspend

Service for emergency maintenance to VCTS's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

1.7 Customer shall authorize VCTS to obtain approvals, permits, or licenses from third parties as necessary for VCTS to render the Services to Customer. Customer will provide all reasonable information and written authorizations required by VCTS for the purpose of installing, inspecting, testing, rearranging, repairing, or removing Services and/or Equipment. Customer shall provide VCTS access to network design records (if applicable) if necessary for VCTS to perform its obligations under the Service Agreement. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

1.8 Customer shall not permit parties other than VCTS to perform any repair, alteration, configuration or servicing of VCTS's facilities or equipment. Any such activities by Customer or third parties without the written consent of VCTS is a default of this Agreement and cause for termination at VCTS's option.

1.9 If VCTS is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by VCTS, including but not limited to travel at federal government travel rates and at Fair Labor Standards Act overtime labor rates, will be charged to Customer. Customer shall be liable to VCTS for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than VCTS, without VCTS' prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than VCTS (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.

1.10 Customer shall provide suitable, well lit, and safe building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and VCTS's installation standards, more fully described in the applicable Schedule. Customer shall maintain the temperature in such facilities between 60 degrees and 80 degrees Fahrenheit. Customer shall provide sufficient electric power to operate the Equipment and any other equipment required by VCTS. VCTS shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by VCTS. Customer is responsible to provide equipment compatible with the Service and VCTS's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer shall provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the national Electrical Code and local codes and VCTS's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the service at such location. Customer shall pay for VCTS's time and materials at VCTS's prevailing rates to diagnose problems and, if necessary and possible, correct them, as a result of Customer's failure to maintain facilities consistent with these terms and conditions.

1.11 The Services may be connected with the services or facilities of other telecommunications carriers. VCTS may, when authorized by Customer and agreed to by VCTS, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to VCTS's network or to the network of an underlying communications carrier or service.

1.12 Customer shall pay for all charges billed to VCTS or Customer by other telecommunications carriers rendering services directly or through VCTS to Customer.

1.13 Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized use of the Services and related equipment. VCTS and its contractors are not responsible or liable for data loss for any reason.

1.14 Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable laws and regulations applicable to the use of the Service and Equipment and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

1.15 Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.

1.16 If Customer believes that a particular piece of equipment or a particular service that is provided by VCTS is inconsistent with the requirements of the Service Agreement, Customer shall provide written notice to VCTS within sixty days after benefiting from the use of such equipment or service, otherwise that service or equipment shall be deemed to be consistent with the requirements of the Service Agreement.

1.17 Any long distance services provided by VCTS to Customer shall be provided only on a month to month basis and either party may terminate long distance services at any time on sixty (60) days advance written notice to the other party.

1.18 VCTS may temporarily suspend Services for the purpose of repair, maintenance or improvement of any of its systems or Customer's lines and equipment. VCTS will make reasonable efforts to provide Customer advance notice of the need to suspend Services for these reasons and VCTS shall restore the Services as soon as practicable. Customer shall not be entitled to any setoff, discount, refund, credit, or damages as a result of any such suspension of Services, it being acknowledged by Customer that such suspensions will be an ordinary and necessary part of provision of the Services and performance of the Service Agreement by VCTS.

1.19 VCTS has no duty to provide free upgrades, updates, enhancements, improvements, additions, replacements, or modifications to any of the Services or Equipment.

## **2. Term**

The term of the Service Agreement shall begin on or about the date the Services become available. Unless otherwise stated in the Service Agreement, the term of the Service Agreement shall expire five years after the date the term began, except that the Service Agreement shall automatically renew on a year to year basis thereafter at VCTS's prices then in effect unless either party gives written notice to the other of its intent to terminate at least thirty (30) days prior to the annual renewal date. In the event that VCTS is locked into a long term service contract with a third party for services

rendered to Customer, Customer shall remain liable for all fees and charges including termination fees related to such services. If Customer has questions or concerns about any pricing or charges described in this paragraph, Customer should contact VCTS to obtain notice of any such pricing prior to the deadline for giving notice of intent to terminate in order to make an informed decision about whether or not to terminate. Upon termination, Customer shall promptly return all of VCTS's equipment to VCTS.

### **3. Payment**

3.1 Customer shall pay all charges billed to Customer in accordance with the pricing set forth in the Service Agreement or, if no such price is set forth in the Service Agreement, then in accordance with rates reasonably established by VCTS from time to time. VCTS will invoice Customer monthly for all charges.

3.2 Customer shall pay or reimburse VCTS for any and all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes, except for taxes on net income, or any charges in lieu thereof, and any applicable surcharges or fees, including but not limited to Primary Interexchange Carrier Charge ("PICC"), Federal Pre-Subscribed Line Charge ("FEPS"), Carrier cost Recovery Surcharge, E-911 charges, and universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges.

3.3 Customer payments shall be made by Customer in advance of the rendering of Services by VCTS. Customer shall pay each monthly payment on or before the fifteenth day of the month prior to the month that Services are to be rendered by VCTS. VCTS may provide Customer a monthly invoice as a courtesy.

If Customer fails to make payment prior to the fifteenth day of the month prior to the month in which Services are to be rendered by VCTS, a late charge of \$15.00 per month or 1.5% per month, whichever is greater, shall be added. If payment, including any late charges appearing on the invoice, is not received prior to the beginning of the month in which services are to be rendered, VCTS may suspend Services until such time as the Customer's invoice, and all late charges are paid in full and Customer pays a reconnection charge of \$145.00.

In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed and notify VCTS of the dispute in writing, providing an explanation of the basis for the dispute. If VCTS does not receive notice of a payment dispute by Customer within thirty (30) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge.

3.4 VCTS may increase prices on sixty-days advance written notice to Customer to reflect increases in VCTS's cost of doing business as a result of increases of prices charged to VCTS or as a result of inflation.

### **4. Disclosure of Effect of Customer Early Termination**

If Customer terminates the Service Agreement prior to the expiration of the Term, that termination constitutes a material breach of the Service Agreement and Customer shall pay VCTS all monthly charges that VCTS is contractually obligated to pay to third parties with respect to serving Customer for the duration of the Term to the extent of VCTS' obligations. In addition, Customer shall pay

VCTS all of its overhead and profit related to such obligations for the duration of the Term. In addition, Customer shall reimburse VCTS for any charges it must pay to third parties to effectuate the termination, and Customer shall pay VCTS at its normal hourly rates for any time spent by VCTS to effectuate any such early termination.

## **5. Limitation of Liability and Warranty Provisions**

5.1 The liability of VCTS and its affiliates related to the Service Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, maintenance Service or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A "Service Outage" is an interruption in Service caused by a failure of VCTS's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside VCTS's complete control. Notwithstanding the above, VCTS will not be liable to Customer for interruptions in Services resulting from causes not within the complete control of VCTS. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

5.2 In no event shall VCTS or its affiliates be liable to Customer for lost profits, lost business opportunities, or for special, indirect, incidental, or consequential damages, even if VCTS is advised of the possibility of such damages. VCTS and its affiliates shall have no liability whatsoever to Customer or any third parties arising out of the use of the Services or Equipment by any third parties.

5.3 VCTS warrants that its equipment and facilities will be maintained in good working order. This warranty is in lieu of all other warranties, express or implied. VCTS disclaims all other warranties with respect to its facilities, transmission equipment, data, or related other services. VCTS disclaims, without limitation, any warranty of merchantability or fitness for any particular purpose.

5.4 VCTS does not license any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property to Customer. Customer agrees that VCTS has not made any warranty, express or implied, that the use by Customer of VCTS's Services and/or the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

5.5 Customer agrees that the Services and Equipment, and VCTS's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between VCTS and VCTS's vendors.

5.6 Customer and VCTS agree that neither of them shall bring any claims against the other arising out of this agreement or their business relationship more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier, regardless of any other statute of limitations that may apply. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

## **6. Indemnification**

Customer shall indemnify, defend and hold VCTS and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorney's fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; (vi) unauthorized repairs to the Equipment, or (vii) Customer's failure to maintain an adequate and safe premises for the Equipment. The obligations under this Section 6 are independent of any other obligation under the Service Agreement.

## **7. Confidentiality**

7.1 VCTS shall take reasonable steps to preserve the confidentiality of information about its Customer. Customer shall take reasonable steps to prevent the disclosure to VCTS of confidential information that VCTS has no need to know.

7.2 Unless otherwise stated in the Service Agreement, VCTS has no obligation to keep Customer's identity as a customer of VCTS confidential. VCTS may include Customer in VCTS's customer lists and disclose the same to third parties for VCTS's marketing purposes.

7.3 VCTS may disclose any and all information about Customer that VCTS deems necessary in VCTS's sole and absolute discretion in response to subpoenas from courts or law enforcement agencies.

## **8. Default**

8.1 The consequences of late payment of invoices are stated elsewhere herein. In addition, VCTS retains all remedies provided by law and any remedy taken by VCTS shall not be deemed an election of remedies to the exclusion of other remedies available at law.

8.2 Customer shall provide VCTS written notice of any default by VCTS and shall permit VCTS thirty (30) days to correct such default before pursuing any remedies available at law.

8.3 It shall be an event of default for Customer to permit unauthorized third parties to access or use the Services. It shall also be an event of default for Customer to use the Services in such a manner that could reasonably result in damages to VCTS, VCTS's other customers, VCTS's vendors, or third parties. Under such scenarios, VCTS may immediately suspend the Services until Customer takes corrective action satisfactory to VCTS and, if none is taken to VCTS's satisfaction, VCTS may terminate the Services and pursue any and all remedies available at law.

## **9. Force Majeure**

In no event will VCTS or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; acts of foreign governments; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

## **10. Assignment**

Except as provided in the Service Agreement, the benefits of the Service Agreement may not be assigned by Customer without VCTS's written consent, which VCTS may withhold in its sole and absolute discretion. VCTS may assign the benefits of this Agreement and delegate its duties herein to any successor to the business of VCTS by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with VCTS. VCTS may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

## **11. Work Site Conditions**

If asbestos, or material containing asbestos, or any other hazardous or toxic materials or mold are discovered during work pursuant to this Agreement, VCTS may suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials or mold from the site. Customer agrees to release, indemnify, defend and hold harmless VCTS from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material or mold from the premises.

## **12. Title and Risk of Loss**

12.1 Risk of loss or damage for equipment and facilities provided pursuant to this Agreement and/or used by VCTS to provide the Services shall pass to Customer at time of delivery to Customer.

12.2 Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of VCTS, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of the Service Agreement or any applicable lease to VCTS or Customer, such equipment shall be returned to VCTS in the same condition as installed, normal wear and tear excepted. Customer shall not tamper with, remove or conceal any VCTS identifying plates, tags or labels. In the event of Customer's failure to comply with these provisions, Customer shall be deemed to have purchased said equipment from VCTS at its then current retail replacement value and shall pay VCTS that amount when invoiced for such amount by VCTS.

12.3 Customer shall reimburse VCTS for any loss of or damage to any VCTS facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence of willful misconduct of VCTS or its agents.

### 13. Government Regulation

To the extent that the Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, the Service Agreement shall at all times be subject to changes, modifications, orders and ruling by the FCC and/or state public utilities commission or other regulatory agency. VCTS reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents VCTS from furnishing such Service, or (ii) has a material negative impact on VCTS's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to the Agreement is subject to advance approval of the FCC and/or any state public utilities commission, this Agreement shall not become effective with respect to such Service until after receipt by VCTS of written notice of such approval.

### 14. E-911 Disclosure

The Federal Communications Commission ("FCC") requires each interconnected Voice Over Internet Protocol ("VOIP") service provider, including Vision CTS, L.L.C. ("VCTS"), to inform its customers of any circumstances under which E911 service might not be available through the VOIP service or may be in some way limited by comparison to traditional E911 service through the traditional telephone service. A copy of this FCC order is available at [https://www.visioncts.com/pdfs/voip\\_911\\_order.pdf](https://www.visioncts.com/pdfs/voip_911_order.pdf). You should carefully read this E911 Disclosure Addendum and understand how these differences affect your ability to access E911 services. If you have any questions or concerns about the information contained in this notice, or if you do not understand anything discussed in this notice, please contact our Customer Service representatives at 1.877.596.2534 during normal business hours.

The FCC's E911 VOIP rule also requires VCTS to obtain and keep a record on file showing that the VCTS's customers have affirmatively acknowledged that they have received a copy of this disclosure and that they understand it. Finally, VCTS is providing its customers warning label stickers instructing them to place those stickers on the telephone handsets or near them to warn users that E911 service may be limited or not available using the VOIP equipment.

By agreeing to these terms, you are affirmatively acknowledging that (1) you have read and understood this E911 Disclosure Addendum, (2) you understand that you may not be able to contact emergency services by dialing 9-1-1 using VOIP Services, (3) that you have received the warning stickers and will affix them to your VOIP equipment, and (4) you understand that you must inform users of VOIP Services that they may not be able to contact emergency services by dialing 9-1-1 using VOIP Services.

**A. VOIP SERVICES MAY NOT OPERATE DURING A POWER OUTAGE.** In the event of a power outage or the loss of battery power if back-up battery power is available, the VOIP equipment cannot operate and, therefore, will be unable to make a call to the E911 service. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to use VOIP Services to contact E911 services. You are responsible for providing an uninterruptable backup power supply if you wish to ensure continued operation of electrical equipment in the event of a power outage.



**B. VOIP SERVICES WILL NOT OPERATE IF YOUR INTERNET CONNECTION IS DISRUPTED OR YOUR VOIP SERVICES HAVE BEEN SUSPENDED FOR ANY REASON, INCLUDING, FOR EXAMPLE, NON-PAYMENT.** Once your internet connection and VOIP Services have been restored, you may be required to reset or reconfigure your equipment before you will be able to use your VOIP services to contact E911 services.

**C. YOU MUST PROVIDE VCTS WITH YOUR CORRECT SERVICE ADDRESS OR YOUR VOIP 911 CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU.** If you notice that the service address information identified in your contract or bill is inaccurate, you can and should make corrections by calling our Customer Service representatives at 1.877.596.2534 during normal business hours.

**D. VOIP SERVICES' E911 CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU IF YOU DISABLE, DAMAGE, OR MOVE THE VOIP PHONE HANDSET TO A LOCATION OTHER THAN THE SERVICE ADDRESS YOU PROVIDED TO VCTS WHEN SERVICE WAS INITIATED.** If you wish to move to a new service address or report damage to your equipment, please call Customer Service at 1.877.596.2534 during normal business hours.

**E. VOIP SERVICES' E911 CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE.** Due to network congestion or problems, calls to E911 services made using VOIP Services may be dropped, in which case you will not be connected to emergency services, or your E911 calls may take longer to connect than E911 calls made using traditional telephone service.

**F. YOU SHOULD MAINTAIN AN ALTERNATE MEANS OF CONTACTING E911 SERVICES AND YOU MUST INFORM YOUR VOIP SERVICES USERS OF THESE ALTERNATE MEANS.** You have been provided warning stickers. Please place the stickers on or near the equipment you use to access your VOIP Services to alert users of alternate means of contacting E911 in the event of an emergency. You should provide direct local numbers for police, fire, and medical emergencies next to each handset.

## **15. Governing Law**

The Agreement shall be governed by and construed according to the laws of Ohio. Customer and VCTS agree that the state and federal courts in Ohio have jurisdiction of all disputes that are not otherwise subject to the arbitration clauses contained herein and they hereby consent to each other and such courts that such jurisdiction is proper.

## **16. No Waiver**

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

## **17. Severability**

A declaration by any court, or other binding legal source, that any provision of the Service Agreement is illegal and void, shall not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

## **18. Dispute Resolution**

Any controversy or claim arising out of the Service Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a panel of three arbitrators. Within 45 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

The place of arbitration shall be Delaware County, Ohio. Arbitration shall be governed by the laws of the State of Ohio. Time is of the essence for any arbitration under this agreement. Arbitration hearings shall take place within 180 days of filing, and awards will be rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment.

The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

Customer and VCTS agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

## **19. Acceptable Use Policy**

This includes additional restrictions applicable to SMS messaging, such as those related to telemarketing, spam, and content guidelines.

Customer agrees to comply with VCTS' Acceptable Use Policy which is incorporated by reference into these terms and conditions. VCTS may change the Acceptable Use Policy from time to time. It is posted on VCTS' website at <https://www.visioncts.com/pdfs/acceptableusepolicy>.

## 20. Service Level Agreement

### 20.1 SLA Coverage by Service Category

The Service Level Agreement (“SLA”) applicable to Customer’s service is incorporated by reference into these Terms and Conditions. Vision CTS, LLC (“VCTS”) maintains separate SLAs for specific service categories, each of which is available on VCTS’s website:

- **SIP Services (Session Initiation Protocol):** [SIP SLA](#)
- **Broadband Services:** [Broadband SLA](#)
- **Transport Services (Layer II):** [Transport SLA](#)

Each SLA governs only the service type for which it is designated and does not apply to other services. For example, the Transport SLA does not apply to Broadband Services, nor does the Broadband SLA apply to Dedicated Internet Access (DIA) or other Layer III Internet services, which are provided strictly on a best-efforts basis.

VCTS may update or revise its SLAs from time to time. The most current version of each SLA will be posted on the VCTS website, and such updated version will automatically apply to all Customers as of the effective date stated therein.

### 20.2 Other Services Without a Specific SLA

Any VCTS service not expressly covered by a designated SLA (including, without limitation, PRI, POTS, Analog Lines, DIDs, Toll-Free Numbers, Hosted IP Phones, and related voice or numbering services) is provided on a best-efforts basis only. Such services are provided without service credits, performance objectives, or outage remedies, except as required by applicable law or regulation.

## 21. Entire Agreement

The Service Agreement constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect hereto. The Service Agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer’s internal business processes, and the terms and conditions contained thereon shall not govern or modify the terms of the Service Agreement.