

General Terms and Conditions

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

- 1.1.1. GTC – General Terms and Conditions (“GTC”)
- 1.1.2. Access Line - An arrangement from a local exchange telephone company or other common Reseller, using either dedicated or switched access, which connects a Customer's location to ACN/DBO's location or switching center.
- 1.1.3. Reseller – Advanced Corporate Networking, Inc. dba: Digital BackOffice (“ACN/DBO”)
- 1.1.4. Common Carrier - An authorized company or entity providing telecommunications services to the public. (“Carrier”)
- 1.1.5. Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for ACN/DBO's services and is responsible for payment of ACN/DBO's services. (“Customer”)
- 1.1.6. Department – Connecticut Department of Public Utility Control. (“Department” or “DPUC”)
- 1.1.7. Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 1.1.8. Intrastate Access Service - Provides for two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for the use of Internet Access within the State of Connecticut.
- 1.1.9. Interruption – ACN's standard procedure is to ping Customer's router every 90 seconds. If Customer's server does not respond after two consecutive three-minute ping cycles, ACN will deem the service unavailable.
 - 1. Any Interruption allowance provided within this GTC by ACN/DBO shall not apply where service is interrupted by the negligence or willful act of the Customer, or where ACN/DBO, pursuant to the terms of this GTC, terminates service because of non-payment of bills, unlawful or improper use of the ACN/DBO's facilities or service, or any other reason covered by the GTC or by applicable law.
- 1.1.10. ISOF – Internet Services Order Form (“ISOF”)
- 1.1.11. Initial Term – Initial Term commences on the date Services are installed and shall continue thereafter through agreed upon term as stated on ISOF.
- 1.1.12. DTE – Data Termination Equipment (“DTE”)

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SECTION 2. RULES AND REGULATIONS

2.1 Use of Services

- 2.1.1. ACN/DBO's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided 48 hours advance notice.
- 2.1.2. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this GTC.

2.2 Liability of ACN/DBO

- 2.2.1. Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by ACN/DBO or connecting Resellers, the services and facilities furnished by ACN/DBO and connecting Resellers are subject to the terms, conditions and limitations set forth herein.
- 2.2.2. The liability of ACN/DBO for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount, equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed. Under no circumstances shall ACN/DBO be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.2.3. ACN/DBO shall not be liable for any act or omission of any connecting Reseller, underlying Reseller, or Carrier; for acts or omission of any other providers of connections, facilities, or for service other than ACN/DBO: or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.2.4. ACN/DBO shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated wiring furnished by a Reseller on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Resellers gross negligence. No agents or employees of the other participating Resellers shall be deemed to be agents or employees of ACN/DBO.
- 2.2.5. ACN/DBO shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other Resellers, and any law, order, regulation or other actions of any governing authority or agency thereof,
- 2.2.6. ACN/DBO shall not be liable for any unlawful or unauthorized use of ACN/DBO's facilities and service, unless such use results solely from the negligence or willful misconduct of ACN/DBO.

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- 2.2.7. ACN/DBO agrees to indemnify, hold harmless and defend Customer and their directors, officers and employees from and against any claim or liability, including reasonable attorney's fees arising from or relating to ACN/DBO's breach, negligence or willful misconduct based on the GTC. ACN/DBO agrees that Customer shall have the right to participate in the defense of any such claim through counsel of its own choosing.
- 2.2.8 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with ACN/DBO's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.2.9 This GTC shall be governed in all respect by the laws of the State of Connecticut.

2.3 Standard Service Level Agreement ("SLA").

- 2.3.1 Outage Reporting Guarantee – ACN's Reporting Guarantee is to notify Customer within 30 minutes after ACN's determination that Customer's service is unavailable. ACN's standard procedure is to ping Customer's DTE every 90 seconds. If Customer's DTE does not respond after two consecutive three-minute ping cycles, ACN will deem the service unavailable and will contact Customer's designated point of contact by method elected by ACN (telephone, e-mail, fax or pager). If ACN fails to meet the Outage Reporting Guarantee, at Customer's request Customer's account shall be credited the pro-rated charges for one day of the ACN Monthly Fee for the service with respect to which this Guarantee has not been met; provided, that Customer may obtain no more than one credit per day, irrespective of how often in that day ACN failed to meet the Outage Reporting Guarantee.
- 2.3.2 Service Availability Guarantee – ACN's Service Availability Guarantee is to have the ACN's network connectivity provided to co-located Customer resources available 99.99% of the time except for Scheduled Maintenance. Scheduled Maintenance shall mean any maintenance at the ACN data center at which Customer's server(s) is/are located (a) of which Customer is notified 48 hours in advance, and (b) that is performed during a standard maintenance window agreed upon, in advance, by the Customer, for example, every Saturday night from 9PM to 11PM. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by ACN (telephone, e-mail, fax or pager). At Customer's request, ACN will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the ACN Data Center was not available to Customer, and includes unavailability associated with any maintenance at the ACN data center where Customer's server(s) is/are located other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if ACN notifies the Customer of the outage in accordance with the Outage Reporting Guarantee set forth above or if Customer opens a trouble ticket with ACN's help desk within five days of the outage. Network unavailability will not include Scheduled Maintenance, or any unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's applications or equipment, (c) acts or omissions of Customer or any use or user of the service authorized by the Customer or (d) reasons of Force Majeure. For each

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cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request Customer's account shall be credited for the pro-rated charges for one day of the ACN Monthly Fee for the service with respect to which a Service Availability Guarantee has not been met

2.4. Responsibilities of the Customer

- 2.4.1. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.
- 2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by ACN/DBO on the Customer's behalf.
- 2.4.3. The Customer is responsible for arranging access to its premises at times mutually agreeable to ACN/DBO and the Customer when required for ACN/DBO personnel to install, repair, maintain, program, inspect or remove equipment with the provision of ACN/DBO's services.
- 2.4.4. The Customer shall ensure that the equipment and/or system is properly interfaced with ACN/DBO facilities or services, that the signals emitted into ACN/DBO's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set for in the GTC and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communication service, ACN/DBO will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to ACN/DBO equipment, personnel, or the quality of service to other Customers, ACN/DBO may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, ACN/DBO may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.4.5. The Customer is responsible for payment of the charges set forth in this GTC.
- 2.4.6. The Customer is responsible for compliance with the applicable regulations set forth in this GTC
- 2.4.7. The Customer shall indemnify and save ACN/DBO harmless from all liability disclaimed by ACN/DBO as specified in Section 2.3. above, arising in connection with the provision of service by ACN/DBO

2.5. Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by ACN to users of the ACN Network. ACN reserves the right to modify the Policy at any time, effective upon posting.

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INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A DIGITAL BACKOFFICE CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

Complaints regarding Illegal Use or System or Network Security issues should be sent to security@digitalbackoffice.com .

Complaints regarding email abuse should be sent to abuse@digitalbackoffice.com .

2.5.1. Illegal use

The ACN Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

2.5.2 System and network security

Violations of system or network security are prohibited, and may result in criminal and civil liability. ACN will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
3. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
4. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

2.5.3 Email

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

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2.6. Cancellation or Interruption of Services

2.6.1 Without incurring liability, ACN/DBO may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in this GTC.

1. For nonpayment of any sum due ACN/DBO for more than thirty (30) days after issuance of the bill for the amount due,
2. For violation of any of the provisions of this GTC,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over ACN/DBO's services, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting ACN/DBO from furnishing its services.

2.6.2. Procedures for discontinuance of existing services:

1. ACN/DBO may discontinue service without notice for any of the following reasons.
 - (a) If a Customer or User violate ACN/DBO's Acceptable Use Policy. See Section 2: 2.5.
 - (b) If a Customer or User uses ACN/DBO's services in a manner to violate the law.
2. In all other circumstances, ACN/DBO will provide the Customer with written notice via email stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via email that disconnection will take place within ten days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which ACN/DBO is not prepared to accept payment of the amount due and to reconnect service.

2.6.3. Without incurring liability, ACN/DBO may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with DPUC regulations and the proper installation and operation of Customer and ACN/DBO's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operations so identified are rectified.

2.6.4. Service may be discontinued by ACN/DBO, without notice to the Customer, when ACN/DBO deems it necessary to take such action to prevent unlawful use of its service. ACN/DBO will restore service as soon as it can be provided without undue risk.

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2.7. Ordering of Services

2.7.1 Procedures for Ordering Services

1. ACN/DBO must receive a valid Purchase Order (if required by Customer to authorize payment to ACN/DBO for services ordered by Customer) and our Internet Services Order Form ("ISOF") before any Services are ordered or installed by ACN/DBO. Both documents must be signed by an authorized agent of Customer.
2. If Customer is ordering services on behalf of another organization, ACN/DBO must received Letter of Agency ("LOA") from such organization authorizing Customer to place orders on their behalf. LOA must be received prior to the ordering of Services.
3. Customer must submit any changes or cancellations of services, in writing within 48 hours of notice from end user, to ACN/DBO.

2.8. Billing Arrangements

- 2.8.1. Customers will either be billed directly by ACN/DBO or its intermediary pursuant to billing and collection agreements established by ACN/DBO or its intermediary.
- 2.8.2. ACN/DBO will render invoices for services ordered per the ISOF. Services are invoiced 30 days in advance on a monthly basis. Payment is due within thirty (30) days after Customer's receipt of its bill. Customer may be liable for any fees incurred by ACN/DBO for the collection of these invoices if payment is not submitted to ACN/DBO within the allotted time.
- 2.8.3. ACN/DBO may impose a late payment charge, not to exceed the highest lawful rate, on any bill not paid within thirty (30) days of receipt by the customer.

2.9. Validation of Credit

ACN/DBO reserves the right to validate the credit worthiness of Customers.

2.10. Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless oral or verbal objection is received by ACN/DBO within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and ACN/DBO for service furnished to the Customer or end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

1. First, the Customer may request, and ACN/DBO will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of ACN/DBO, the Customer may file an appropriate complaint with the Department. The address and telephone number of the Department is:

Connecticut Department of Public Utility Control
10 Franklin Square
New Britain, Connecticut 06051
860-827-1553

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2.11. Billing Entity Conditions

When billing functions on behalf of ACN/DBO are performed by others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.12. Taxes

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates.

2.13. Shortage of Equipment or Facilities

The furnishing of service under this GTC is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the ACN/DBO's facilities as well as facilities that ACN/DBO may obtain from other Carriers to furnish service from time to time as required at the sole discretion of the ACN/DBO.

2.14. Advanced Payments

ACN/DBO requires Customer to make first month's payment and payment of any set up/one time fees prior to installation. If Service is cancelled prior to installation, all advanced payments will be refunded to Customer.

2.15. Restoration of Service

A restoration charge equal to the non-recurring installation charge set forth in section 4.2 applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged.

2.16. Termination Charge

If Customer discontinues the Service Ordered per the ISOF or any portion thereof, during the Initial Term, for any reason whatsoever (including, but not limited to, reasons set forth in Section 2.6.1) other than a ACN/DBO caused service interruption or if ACN/DBO defaults on the their responsibilities listed in Section 2.3 and Section 4.3, Customer will be liable to ACN/DBO for a termination charge equal to one hundred percent (100%) of the applicable monthly rate, per the ISOF, multiplied by the remaining number of months (including any partial months as a full month) for the unexpired portion of Initial Term listed on the ISOF. In addition, Customer may be liable for any fees incurred by ACN/DBO for the collection of this Termination Charge. Payment of this Termination Charge is due on the date Customer requests Services to be terminated.

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SECTION 3. DESCRIPTION OF SERVICES

3.1. General

The Services described in this GTC are offered by ACN/DBO via its own facilities and/or the facilities of the other Resellers. Services are offered as one-way or two-way communications services.

3.1.1 Personnel of ACN/DBO and Customer shall be independent contractors and shall have no right, power or authority to act or create any obligation, expressed or implied, on behalf of each other.

3.1.2 ACN/DBO shall not assign any of its rights, duties or obligations under this GTC to any person or entity, in whole or in part, any attempt to do so shall be deemed a breach of this GTC.

3.1.3 No waiver of any provision hereof shall be effective unless in writing and signed by ACN/DBO and Customer.

3.1.4 If any provision of this GTC is determined to be invalid under any applicable statute or rule of law, it is to be deemed omitted; however the remainder of the GTC shall remain in effect and enforceable.

3.2. High Capacity Services:

ACN/DBO offers Leased-Line Services to include DSx, OCx, and Frame-Relay between a customer-designated premises and a ACN/DBO service node; and shared or dedicated transmission capacity over the ACN/DBO's network between the service node and a point of termination specified by the Customer.