



YOU'RE CONNECTED

ACT Hosted PBX Customer Agreement

Throughout this agreement you, the customer, will be referred to as "Customer" and Advanced Communications Technology, Inc., will be referred to as "ACT".

THIS AGREEMENT is entered into by and between the Customer and ACT, located at 290 N. Brooks St., Sheridan, Wyoming 82801, for the purpose of establishing the terms and conditions under which ACT will provide Hosted PBX telecommunications services to the Customer.

SERVICE TO BE PROVIDED. ACT, under the full terms of this Agreement, will provide to the customer the selected Hosted PBX telecommunications applications of your choosing at established prices.

PERIOD OF AGREEMENT. The Customer has chosen to purchase or lease Hosted PBX telecommunications services from ACT. Terms of service agreement will be equal to the length indicated on ACT's Hosted PBX form

INSTALLATION OF EQUIPMENT. ACT shall install Hosted PBX Equipment at Customer's location. ACT will install a Hosted PBX Router, VOIP handsets, and any other equipment required for Hosted PBX services, and a UPS device. **The ACT installed UPS device must be dedicated solely to the Hosted PBX equipment, and any other use by Customer will jeopardize the reliability of the service during a power outage.** ACT will install the equipment, unless otherwise requested by the Customer. ACT will replace faulty equipment due to manufacturer or installer's defect or damage due to acts of God (lightning, wind, etc.). The Customer is responsible for damaged equipment due to Customer negligence.

The Customer represents that there are no legal, contractual or similar restrictions on the installation of the Hosted PBX Equipment in location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided (collectively "Legal Requirements").



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The Customer is solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. The Customer acknowledges and agrees that ACT will be required to access the premises or system to install or maintain the Hosted PBX Equipment, which is necessary for the Customer to receive the Service. By signing this Agreement, scheduling a service or installation visit, and permitting ACT to enter your home, you are authorizing ACT to perform all of the above actions.

ACT SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. The Customer is responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to ACT or one of our designated service providers. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

EQUIPMENT SERVICE AND SUPPORT SERVICES. ACT will own the Equipment under a Lease Agreement needed for Hosted PBX Service. During the Initial Term or any renewal thereof, ACT or its designee shall furnish service and support of the equipment when required, provided that the equipment is used in compliance with ACT normal operating instructions and not abused or modified by Customer. Service and support is defined as fault isolation and diagnosis, hardware replacement for defective hardware, and software updates for defective software. Customer will be responsible for making any requests for service and support by contacting ACT via telephone or by giving ACT written notice. Service and support services may be provided by remote access to Customer's Equipment.

1. **Coverage Hours.** ACT's service and support coverage applies during Standard Business Hours: 8:00a.m. to 5:00p.m. in the time zone of the covered Equipment, Monday through Friday, excluding ACT observed holidays. At Customer's request, ACT will perform service and support services from 5:00p.m. to 8:00a.m. at ACT's then-current overtime labor rates.



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2. **Hosted PBX Repair Response Intervals.** Hosted PBX Repair Response interval is measured from the time Customer initiates requests for service and support service by contacting ACT via telephone or by giving ACT written notice. Hours are stated in Coverage Hours. Service and support work will be performed during Customer's specified coverage hours. ACT's response to Customer's request for service and support services will include contacting Customer, remotely accessing the Equipment or by dispatching technical resources to Customer's premise. ACT will then diagnose and remedy the fault. ACT's repair response intervals for Hosted PBX Services are stated below:
 - a. **Priority 1:** Within (8) hours of a properly reported request for service and support service
 - b. **Priority 2:** Within (24) ACT business hours of a properly reported request for service and support service.
3. **Definition of Service and Support Priority**
 - a. **Priority 1.** A malfunction of the Service affecting more than twenty-five percent (25%) of the Stations.
 - b. **Priority 2.** Any failure that is not included in the definition of a Priority 1 Failure.

VOIP E911 DISCLOSURE ADDENDUM FOR IP-BASED VOICE CUSTOMERS. Hosted PBX voice services is delivered via VOIP technology. Customers must sign VOIP E911 Disclosure Addendum for IP-Based Voice Customers when subscribing to ACT Hosted PBX Service.

PENALTY FOR EARLY TERMINATION. Should You wish to terminate this contract prior to the contract expiration date, Customer will pay an early termination fee equal to 100% of the remaining contract amount.