

## CRITICALPATH COMMUNICATIONS BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS

The Customer named on the Service Order Agreement and CriticalPath Communications agree that the terms and conditions on the Service Order Agreement, these terms and conditions, any applicable PSAs, and each Service Order accepted by CriticalPath Communications constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on a Service Order.

### Services may include:

- **Fixed Wireless Internet Services** – High-speed internet provided via cellular and fixed wireless solutions, including business-grade connectivity.
- **Voice Services** – Critical phone lines for life safety systems, analog replacement solutions (NuPOTs), and VoIP services.
- **Equipment Rental and Purchase** – Devices required for service functionality, including routers, adapters, and connectivity hardware.

The terms and conditions in the "**GENERAL TERMS AND CONDITIONS**" section below apply to all Services. Additional terms and conditions apply to **Fixed Wireless Internet, Voice Services, and Equipment Rental/Purchase** and should be reviewed in the applicable "**ADDITIONAL TERMS**" sections below.

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1: DEFINITIONS

- **Affiliate:** Any entity that controls, is controlled by, or is under common control with CriticalPath Communications.
- **Agreement:** Consists of the Service Order Agreement executed by Customer and accepted by CriticalPath Communications,

these Business Services Customer Terms and Conditions, the then-current Product-Specific Attachments (PSAs) for each applicable ordered service, and each Service Order accepted by CriticalPath Communications under the Agreement.

- **CriticalPath Communications:** The operating entity providing Fixed Wireless Internet, Voice Services, and Equipment Rental/Purchase to business customers.
- **CriticalPath Equipment:** Any facilities, equipment, or devices provided by CriticalPath Communications or its authorized contractors at the Service Location(s) for the delivery of Fixed Wireless Internet and Voice Services. This includes, but is not limited to, routers, gateways, wireless modems, adapters, and VoIP devices. Inside telephone wiring is not considered CriticalPath Equipment.
- **CriticalPath Website:** The CriticalPath Communications website where the General Terms and Conditions, PSAs, and all relevant security, use, and privacy policies are posted. The current URL for the Website is [www.criticalpathcommunications.com](http://www.criticalpathcommunications.com). CriticalPath Communications may update Website documents or URLs as needed.
- **Confidential Information:** All proprietary business information disclosed by either party, including but not limited to, the Agreement, pricing, promotional materials, proposals, customer data, network details, and invoices.
- **Customer-Provided Equipment:** Any equipment supplied by the Customer for use with CriticalPath Communications' services, including privately owned routers, VoIP phones, and network switches. CriticalPath Communications is not responsible for the maintenance or performance of Customer-Provided Equipment.
- **Licensed Software:** Any proprietary software or code provided by CriticalPath Communications for use with its Voice Services, including VoIP platform software, connectivity applications, associated documentation, and all updates.

- **Party or Parties:** Refers to either CriticalPath Communications or the Customer; in plural, refers to both.
- **Service(s):** The Fixed Wireless Internet, Voice Services, and Equipment Rental/Purchase provided by CriticalPath Communications as described in Service Orders.
- **Service Commencement Date:** The date CriticalPath Communications first makes Service available for Customer use. If a Service Order includes multiple Service Locations, each may have a different Service Commencement Date.
- **Service Order:** A request for CriticalPath Communications to provide services, submitted by the Customer via a CriticalPath-approved form, online submission, or verbal confirmation.
- **Service Order Agreement:** The master agreement under which all Service Orders are submitted and accepted.
- **Service Location(s):** The physical location(s) where CriticalPath Communications provides services. For multi-tenant buildings, this refers to the Customer's leased or owned business space.
- **Service Term:** The contract length for which services are ordered, starting on the Service Commencement Date, as specified in a Service Order.

## ARTICLE 1A: CHANGES TO THE AGREEMENT TERMS

CriticalPath Communications may modify this Agreement and any related policies ("**Revisions**") by posting such Revisions on the CriticalPath Website.

- Revisions are effective upon posting.
- Customers will receive notice of Revisions on their next invoice.
- Customers who believe a Revision negatively impacts their service may submit a written notice to CriticalPath Communications within **30 calendar days** of receiving the invoice notification.
- If CriticalPath Communications verifies the adverse effect and cannot provide a

reasonable solution, the Customer may terminate the impacted Service(s) without further obligation beyond the termination date.

## ARTICLE 2: DELIVERY OF SERVICES

### 2.1 Orders

A Service Order must be completed to initiate Service at a Service Location(s). A Service Order becomes binding when:

1. The Customer signs the Service Order Agreement via **DocuSign, wet ink, fax, or email attachment**.
2. CriticalPath Communications begins providing the Services described in the Service Order.
3. CriticalPath Communications activates the required equipment at its site.

A Service Order does not require a counter-signature by CriticalPath Communications to be accepted and binding. Once effective, the Service Order shall be deemed part of, and subject to, this Agreement.

### 2.2 Speed

CriticalPath Communications makes no guarantees regarding specific internet speeds. Actual speeds depend on factors including, but not limited to, **network congestion, wireless signal strength, and customer usage**.

### 2.3 Access

The Customer, at no cost to CriticalPath Communications, must:

- Secure and maintain all necessary **access rights** to the Service Location(s) for installation and maintenance.
- Provide an **environmentally controlled space** and adequate power supply for equipment.
- Ensure **unrestricted access** for CriticalPath Communications' personnel upon reasonable notice.

## 2.4 Service Commencement Date

The **Service Commencement Date** is the date the Customer signs the Service Order Agreement. Billing starts on this date, regardless of whether the Customer has received the equipment or installation has been completed.

- The Customer is responsible for any **delays in installation or shipping**. Delays will not affect billing start dates or service charges.

## 2.5 CriticalPath Equipment (Rentals & Purchases)

- **Rental Equipment** remains the property of CriticalPath Communications. Customers must return all rental equipment upon termination of services. **Failure to return equipment may result in additional fees.**
- **Purchased Equipment** is owned by the Customer. CriticalPath Communications does not service purchased equipment but can assist in procuring additional equipment at the Customer's cost.
- **Customers must not tamper with, modify, or move rental equipment without prior authorization.**
- CriticalPath Communications may remove or replace rental equipment as needed to maintain service.

## 2.6 Customer-Provided Equipment

Customers must use **equipment provided or purchased from CriticalPath Communications**. Outside or third-party equipment is not permitted.

## 2.7 Installation & Custom Work

- Installation fees are based on **estimated time requirements**.
- If actual installation exceeds the estimated time, CriticalPath Communications will bill for **additional labor in one-hour increments**.
- Customers will be notified of **any additional charges** before work continues.

## 2.8 Customer Portal (Billing Only)

The **CriticalPath Communications portal** is available for **billing purposes only**. Customers **cannot manage or modify services** through the portal.

## ARTICLE 3 – CHARGES, BILLING, AND PAYMENT

### 3.1 Charges

Customers are responsible for all charges associated with their service, including:

- **Custom installation fees and equipment purchases**, which must be paid in full before installation or shipment.
- **Monthly recurring service fees, usage fees, and any applicable taxes or surcharges.**
- **Additional fees for maintenance, service calls, and any other applicable charges** as outlined in the Service Order.

### 3.2 Payment of Bills

- The **first invoice is due upon receipt**.
- All subsequent invoices will be issued at the beginning of each month for that month's services.
- Payment must be made in full within **15 days of the invoice date (Net 15)**.
- **Failure to make timely payments may result in service suspension or termination.**
- If payment is not received within **30 days of the invoice date**, CriticalPath Communications may **disconnect services** until the outstanding balance is paid in full.

### 3.3 Partial Payments

- **Partial payments** will be applied at the discretion of CriticalPath Communications.
- **Submitting a partial payment does not waive the remaining balance**, and the full amount remains due.

### 3.4 Payment Methods

Accepted payment methods include:

- **Credit Card** (Visa, Mastercard, American Express, Discover)
- **ACH** (Automated Clearing House electronic payments)
- **CriticalPath Communications does not accept cash or checks as a form of payment.**

### 3.5 Credit Approval & Deposits

- CriticalPath Communications may require a **deposit based on the customer's credit risk.**
- Deposits, if required, will be **applied to past-due balances** before any refunds are issued.

### 3.6 Taxes & Fees

- Customers are responsible for **all applicable federal, state, and local taxes, fees, and surcharges** associated with their services.
- **Any retroactive taxes or fees** imposed by regulatory authorities will be the responsibility of the customer.

### 3.7 Other Government-Related Costs & Fees

CriticalPath Communications reserves the right to charge any **government-mandated fees** associated with the services provided, including but not limited to:

- **911/E911 surcharges**
- **Universal service fund contributions**
- **Regulatory and compliance fees required by federal, state, or local authorities**

### 3.8 Billing Statements

- **CriticalPath Communications does not provide paper billing statements.**
- **All invoices will be delivered electronically** via email or an online customer portal.

### 3.9 Disputed Invoices

- Customers must **pay the full invoiced amount**, including any disputed charges, while the dispute is under review.
- **Billing disputes must be submitted in writing within 10 business days** of the invoice date. Any disputes filed after this period will be forfeited, and all charges will be considered valid.

### 3.10 Past-Due Amounts & Late Fees

- Any payment **not received by the due date will be considered past due** and may be subject to **late fees.**
- **Late fees will be charged at the maximum rate allowed by law.**
- If an account remains past due, CriticalPath Communications reserves the right to **suspend or terminate services** and refer the balance to a **collections agency.**
- **Customers are responsible for all collection-related costs, including legal fees, if applicable.**

### 3.11 Rejected Payments

- If a **credit card or ACH transaction is declined**, the customer may be charged a **service fee**, up to the maximum amount allowed by law.
- Customers must **ensure their payment information is current** to avoid rejected payment fees.

### 3.12 Fraudulent Use of Services

- Customers are responsible for **all charges incurred on their account, including those resulting from unauthorized or fraudulent use of services.**
- **CriticalPath Communications reserves the right to suspend or terminate services if fraudulent activity is detected.**

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## ARTICLE 4 – TERM

#### 4.1 Agreement Term

This Agreement remains in effect until all **active Service Orders under the Agreement have expired or been terminated.**

- The **Service Commencement Date** is the date the Customer signs and submits the **Service Order Agreement.**
- A **countersignature from CriticalPath Communications is not required** for the Agreement to become binding and effective.
- The **Service Term is defined in months** and shall be **12, 24, 36, or another agreed-upon duration** as specified in the applicable **Service Order.**
- The Agreement **continues for the full duration** of the Service Term unless **terminated under the terms of this Agreement.**

#### 4.2 Service Order Renewal

Unless otherwise stated in the applicable **Service Order**, all services will **automatically renew** for successive **one (1) year terms** (“Renewal Term(s)”) unless:

- The **Customer provides written notice of non-renewal at least 60 days** before the end of the **current Service Term.**
- The **non-renewal notice must be submitted no later than 90 days before the end of the current term** to be valid.
- Upon receiving a valid **non-renewal notice**, the service will terminate on the **last day of the current term.**

#### 4.3 Changes in Monthly Recurring Service Charges

- **During the initial Service Term, pricing remains fixed** unless otherwise specified in the Agreement.
- **After the initial Service Term, CriticalPath Communications may modify monthly recurring charges with 30 days' prior notice** to the customer.

- **Customers will have 30 days from the date of notice to cancel the affected service without penalty.** If no cancellation request is submitted, the **customer is deemed to have accepted the new pricing.**

### ARTICLE 5 – TERMINATION OF AGREEMENT AND/OR A SERVICE ORDER

#### 5.1 Termination for Convenience

- The Customer may terminate a **Service Order or this Agreement** at any time during the Service Term by providing **60 days' prior written notice** to CriticalPath Communications.
- **Termination is subject to:**
  - **Payment of all outstanding balances.**
  - **Payment of applicable Termination Charges**, which are always **75% of the remaining contract value**, plus any **outstanding equipment rental costs.**
  - **Return of all rented CriticalPath Communications Equipment** within **10 business days** in good working order and condition.
- **Termination is effective 60 days after CriticalPath Communications receives written notice.**
- **The final full month of service must be paid**, even if the termination date occurs mid-month.

#### 5.2 Termination for Cause

##### (a) Non-Payment

- **Invoices are due within 15 days.**
- If a **Customer has not paid within 30 days** of the invoice date, **CriticalPath Communications may suspend services.**

- **Termination may occur at any time after suspension** if the balance remains unpaid.

**(b) Breach of Agreement**

- If either party **breaches any material term of this Agreement** and does not remedy the breach within **30 days of receiving written notice**, the non-defaulting party may terminate the affected Service Order(s).

**(c) Misconduct Toward CriticalPath Personnel**

- **CriticalPath Communications may terminate services immediately** if the Customer, their employees, agents, or representatives:
  - **Threaten, harass, or use vulgar/inappropriate language toward CriticalPath Communications' personnel.**
- **No warning is required before termination.**

**5.3 Effect of Expiration or Termination of a Service Order or Agreement**

Upon termination of a **Service Order or Agreement**:

1. **CriticalPath Communications will disconnect the applicable service.**
2. **All customer data, files, voicemails, or electronic messages stored on CriticalPath's systems may be permanently deleted.**
  - This means that once service is terminated, **any stored data or messages will no longer be accessible or recoverable.**
3. **If termination occurs before the end of the contract term, the Customer must pay applicable Termination Charges.**
4. **Customers must return all rented CriticalPath Equipment within 10 business days.**
  - **Until the equipment is returned, CriticalPath Communications will continue to charge the Customer**

a **monthly rental fee plus administrative costs.**

- **If the equipment is not returned or is damaged beyond normal wear and tear, the Customer will be billed the full replacement cost.**

5. **All equipment must be returned in good working order and condition.**
6. **Customers must immediately stop using any CriticalPath Communications Licensed Software.**

**5.4 Regulatory and Legal Changes**

- **CriticalPath Communications may immediately terminate this Agreement, in whole or in part, if a law, regulation, court order, or government action materially impacts its ability to provide services.**

**ARTICLE 6 – LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS**

**6.1 Limitation of Liability**

- **CriticalPath Communications shall not be liable for any incidental, indirect, special, punitive, or consequential damages, including but not limited to:**
  - **Loss of revenue**
  - **Loss of use**
  - **Loss of business**
  - **Loss of profit****Regardless of whether such alleged liability arises in contract or tort.**
- **The total liability of CriticalPath Communications for any claims, damages, or losses related to service performance, non-performance, delay, or interruption shall be limited to a maximum of one (1) month of applicable service credits.**
- **Customers remain responsible for all unpaid balances, termination charges, and equipment fees, regardless of service interruptions or outages.**

## 6.2 Disclaimer of Warranties

- **CriticalPath Communications makes no express or implied warranties**, including but not limited to:
  - **Warranties of merchantability**
  - **Fitness for a particular purpose**
  - **Title or non-infringement**
- **Services, equipment, and software are provided "as is" and "as available"** without any guarantees of **uptime, performance, or uninterrupted operation.**
- **CriticalPath Communications does not guarantee that services, equipment, or software will be:**
  - **Error-free**
  - **Free of latency or delay**
  - **Meet specific customer requirements**
- **CriticalPath Communications does not warrant that services, equipment, or software will prevent unauthorized access, hacking, security breaches, or data loss.**

## 6.3 Third-Party Use Disclaimer

- **CriticalPath Communications is not responsible for any failures, disruptions, or service quality issues** arising from:
  - **Third-party applications**
  - **Third-party networks**
  - **Customer-provided equipment**
- **CriticalPath Communications does not guarantee compatibility between its services and third-party hardware, software, or network configurations.**

## 6.4 Data & Security Risks

- **CriticalPath Communications is not responsible for any data loss, security breaches, or unauthorized access** to customer systems.
- **Customers assume all risks** related to:
  - **Viruses, malware, and cyberattacks**
  - **Unauthorized use of their service**

- **CriticalPath Communications is not liable for any lost, corrupted, or unrecoverable data** stored, transmitted, or accessed via its network.

## 6.5 Cellular Services & High-Risk Activities

- **CriticalPath Communications provides cellular-based services** that are intended to serve as a **backup internet connection** for customer-supplied **hardline services.**
- **Customers are not required to have a hardline connection** at the time of installation, but **CriticalPath Communications strongly recommends one for redundancy.**
- **While these services may be used for life safety systems, CriticalPath Communications does not guarantee service availability, uptime, or connectivity at any time.**
- **CriticalPath Communications is not liable for any downtime, service failures, or operational disruptions**, including those that may impact **life safety systems.**

## 6.6 Disruption of Service & Force Majeure

- **CriticalPath Communications shall not be liable for any service disruption, loss, or damages** caused by:
  - **Customer actions, customer-owned equipment failures, or third-party network issues.**
  - **Inaccessibility to the service location due to customer site restrictions.**
  - **Acts of nature**, including but not limited to **floods, lightning, earthquakes, wind, extreme weather, or other force majeure events.**
  - **Utility failures, power outages, or failures of third-party telecommunications networks.**
  - **Regulatory changes, court orders, or government actions** affecting service availability.

## 6.7 Exclusive Remedies

- **Customer's sole and exclusive remedy for service failure, performance issues, or disruptions is limited to service credits, as described in this Agreement.**
- **No additional claims for damages, refunds, or reimbursements shall be permitted.**
- **In states where liability limitations are restricted by law, CriticalPath Communications' liability shall be capped to the maximum extent allowed.**

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## ARTICLE 7 – INDEMNIFICATION & BINDING ARBITRATION

### 7.1 Indemnification

The Customer shall **indemnify, defend, and hold harmless** CriticalPath Communications, its **affiliates, officers, directors, employees, agents, contractors, and suppliers** from any and all **claims, damages, losses, liabilities, expenses, judgments, fines, settlements, and costs**, including **reasonable attorneys' fees**, arising from:

1. **Any use of CriticalPath Communications' services by the Customer, its employees, agents, contractors, or end-users.**
  2. **Any violation of this Agreement or applicable laws by the Customer or its users.**
  3. **Any claims related to data loss, network security breaches, unauthorized service use, or third-party reliance on services provided by CriticalPath Communications.**
  4. **Any personal injury, property damage, or other liabilities arising from the Customer's use of the services or equipment.**
  5. **Any claims brought against CriticalPath Communications related to the Customer's business operations.**
- **Indemnification applies regardless of whether the claim arises from negligence,**

**breach of contract, or any other legal theory.**

### 7.2 Defense of Claims

- **CriticalPath Communications has the sole right to assume the defense of any claim covered under this indemnification.**
- **Customers must notify CriticalPath Communications of any potential claims immediately.**
  - **Failure to provide prompt notice does not relieve the Customer of its obligations unless the delay materially impacts CriticalPath Communications' ability to defend itself.**
- **CriticalPath Communications has full discretion to settle claims, provided that no settlement may impose obligations on the Customer without prior written consent.**

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## ARTICLE 7A – BINDING ARBITRATION

### 7A.1 Mandatory Arbitration

- **Any disputes between the Customer and CriticalPath Communications must be resolved through binding arbitration.**
- **Arbitration replaces the right to sue in court and prevents class action lawsuits.**

### 7A.2 Scope of Arbitration

- **Arbitration applies to all claims, disputes, or controversies arising from this Agreement, including but not limited to:**
  - **Contract violations, service disruptions, billing disputes, and liability claims.**
  - **Tort claims, including fraud, misrepresentation, and negligence.**
  - **Claims arising under state, federal, or regulatory laws.**



- **Claims regarding the validity or enforceability of this arbitration provision.**
- **The following disputes are NOT subject to arbitration:**
  1. **Small claims disputes under \$1,000.**
  2. **Claims related to unauthorized use or theft of service.**
  3. **Intellectual property disputes.**
  4. **Disputes that fall under state or federal regulatory bodies.**

- **This arbitration provision survives contract termination and remains in effect for any disputes related to this Agreement.**

## ARTICLE 8 – SOFTWARE & SERVICES

### 8.1 License – Software Use

- **CriticalPath Communications provides a license for proprietary software required for its services.**
- **For voice services, the software license is included in the service cost.**
- **For data services, software license costs may be billed separately on a monthly or yearly basis. These charges are not included in the primary service contract and may be added at any time.**
- **Customers do not own the software; they are granted a non-exclusive, non-transferable license to use it solely during their service term.**
- **CriticalPath Communications retains full ownership of the software and may require customers to sign additional end-user agreements.**

### 8.2 Restrictions on Software Use

**Customers shall not:**

1. **Copy, modify, or duplicate** the Licensed Software, except for a **single emergency backup copy.**
2. **Reverse-engineer, decompile, or disassemble** the software.
3. **Sell, lease, sublicense, or otherwise transfer** software rights.
4. **Develop derivative software** or any program based on **CriticalPath Communications' proprietary software.**

### 8.3 Software Updates

- **CriticalPath Communications may perform software updates remotely, at its**

### 7A.3 Arbitration Procedures

- **All arbitration proceedings shall be held in Colorado.**
- **The arbitration shall be conducted before a single arbitrator selected under the rules of the American Arbitration Association (AAA).**
- **The arbitrator must follow the terms of this Agreement and applicable law.**
- **Any ruling exceeding \$1,000 may be appealed to a second arbitrator panel.**

### 7A.4 Arbitration Costs

- **Customers are responsible for all arbitration costs, including filing fees, arbitrator fees, and any attorney costs they choose to incur.**
- **CriticalPath Communications will not reimburse the Customer for any arbitration-related costs, regardless of the outcome.**

### 7A.5 Class Action Waiver

- **Customers agree to waive any rights to bring class action lawsuits against CriticalPath Communications.**
- **All arbitration claims must be filed individually—no claims may be consolidated with others.**

### 7A.6 Survival of Arbitration Clause

sole discretion, **without requiring customer approval.**

- **Customers are responsible for ensuring their equipment remains compatible** with software updates.
- **On-site software updates will not be required, and customers are not obligated to provide access** for such updates.

#### 8.4 Ownership of Telephone Numbers & IP Addresses

- **All telephone numbers and IP addresses assigned to customers remain the property of CriticalPath Communications.**
- **CriticalPath Communications reserves the right to reclaim, reassign, or modify these resources at its discretion.**
- **Customers have no ownership rights in any assigned numbers or addresses.**

#### 8.5 Intellectual Property Rights

- **All services, software, branding, and materials provided by CriticalPath Communications are its exclusive property.**
- **Customers are strictly prohibited from reselling, redistributing, or bundling CriticalPath Communications' services without prior written consent.**
- **Any unauthorized reproduction, publication, or commercial use of CriticalPath Communications' proprietary materials is strictly prohibited.**

## ARTICLE 9 – CONFIDENTIAL INFORMATION & PRIVACY

### 9.1 Disclosure and Use

- **Each party shall keep all Confidential Information received from the other party in strict confidence and shall not disclose it to third parties without the disclosing party's express written consent.**

- **Confidential Information may be shared with a party's employees, affiliates, and agents who have a legitimate business need to know, including for service delivery, troubleshooting, compliance, and marketing related products and services.**
- **Both parties shall take reasonable measures to protect Confidential Information and shall use no less than a reasonable degree of care to prevent unauthorized disclosure.**

### 9.2 Exceptions to Confidentiality

**Confidentiality obligations do not apply to information that:**

1. **Was already known to the receiving party without restriction** prior to disclosure.
2. **Becomes publicly available without fault** of the receiving party.
3. **Is lawfully obtained from a third party without restriction.**
4. **Is independently developed by the receiving party** without reliance on the disclosing party's Confidential Information.
5. **Must be disclosed by law, regulation, court order, or government request.**

### 9.3 Remedies for Breach

- **If either party breaches confidentiality obligations, the non-breaching party shall have the right to seek equitable relief, including injunctive relief, in addition to any other legal remedies available.**

### 9.4 Monitoring of Service Use

- **CriticalPath Communications is not obligated to monitor customer use of services but retains the right to do so for compliance, security, and legal purposes.**
- **CriticalPath Communications reserves the right to refuse, block, or remove any content that violates this Agreement, is deemed unacceptable, or is subject to a legal or regulatory request.**

## 9A – CUSTOMER PRIVACY POLICY

- All customer data collected by CriticalPath Communications is handled in accordance with this Agreement and the privacy policy available on our website.
- CriticalPath Communications is not responsible for any information provided by customers to third parties, including personal data shared through services.
- Customers assume all risks associated with disclosing personal or confidential information to third parties.

## ARTICLE 10 – PROHIBITED USES

### 10.1 Resale Restrictions

- Customers may not sell, resell, sublease, assign, license, sublicense, share, or otherwise provide CriticalPath Communications' services to any third party.
- Customers may not use CriticalPath Communications' services as part of any joint venture, outsourcing agreement, or shared-use arrangement without express written approval from the owners of CriticalPath Communications.
- No other form of approval from CriticalPath Communications, including from its employees or representatives, shall be valid for resale or sublicensing purposes.

### 10.2 Use Policies & Service Restrictions

- Customers are solely responsible for ensuring that all use of CriticalPath Communications' services complies with all applicable laws, regulations, and company policies.
- CriticalPath Communications reserves the right to immediately suspend or terminate services without notice if:

1. A customer violates this Agreement or any applicable law.
  2. A customer's use interferes with network performance, service reliability, or other customers.
  3. A customer's use endangers CriticalPath Communications' personnel or third parties.
- Customers must comply with CriticalPath Communications' Acceptable Use Policy (AUP), which is published on our website.
  - CriticalPath Communications may update the AUP and other use policies at any time, with changes taking effect immediately and without prior notice.

### 10.3 Violation & Consequences

- Any breach of this Article shall be considered a material breach of contract.
- CriticalPath Communications reserves the right to restrict, suspend, or terminate service immediately without notice in the event of a violation.
- CriticalPath Communications shall not be liable for any loss, damages, or consequences resulting from service suspension or termination due to a customer's violation of these terms.

## ARTICLE 11 – SERVICE CREDITS

### 11.1 Credit Allowances

- Unless otherwise specified in a separate service level agreement, CriticalPath Communications may issue a pro-rata credit toward future monthly recurring charges for qualifying Service Interruptions, except as outlined below or as required by law ("Credit").
- A Service Interruption is defined as a complete loss of service that renders it unusable for both transmission and reception.
- The Service Interruption period begins when the Customer reports the issue,

a trouble ticket is opened, and the service is made available to CriticalPath Communications for testing and repair.

- The Service Interruption period ends once the affected service is restored and the trouble ticket is closed.
- Service Interruptions of less than thirty (30) minutes do not qualify for a Credit.
- Customers are responsible for submitting a request for service credits. Credits will not be automatically applied.
- All credit requests must be approved and verified.
  - Verification may require customer conversations, correspondence, or scheduling availability for testing.
  - If the customer fails to provide the required information for verification, the claim may be denied solely based on the lack of required cooperation.
- Credits will be applied as follows:

**Length of Service Interruption	Amount of Credit**
At least 4 hours, up to 24 hours	1 full day credit

- The total number of credits per month shall not exceed the total monthly recurring charge for the affected service.
- Credits under \$1.00 will not be issued unless required by applicable law.
- To qualify, the customer must request the Credit within 30 days of the Service Interruption.

### 11.2 Exceptions to Credit Allowances

A Service Interruption does not qualify for a Credit if it is caused by:

1. Scheduled maintenance or network upgrades.
2. Customer actions or failure to provide necessary access for troubleshooting.
3. Customer-provided power, equipment, or internal network issues.

4. Any third-party provider not contracted through CriticalPath Communications.
  5. Power failures, hardware malfunctions, or service issues from third parties.
  6. Force majeure events, including natural disasters, government actions, or circumstances beyond CriticalPath Communications' control, unless otherwise required by law.
- Service credits as outlined in this Article are the customer's sole and exclusive remedy for any service interruptions, outages, delays, or degradation in service.

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## ARTICLE 12 – INSURANCE

### 12.1 Insurance Coverage

- CriticalPath Communications shall maintain commercial general liability insurance during the Initial Term and any Renewal Term, covering its liability and obligations under this Agreement, including property damage and personal injury.

### 12.2 Liability Limits

- The minimum liability limits under these policies shall be \$1,000,000 per occurrence, with a combined single limit for bodily injury and property damage liability.

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## ARTICLE 13 – MISCELLANEOUS TERMS

### 13.1 Force Majeure

- Neither party shall be liable to the other for delays, failure in performance, or damages resulting from force majeure events, including but not limited to:

- Acts of God, fires, explosions, power outages, regulatory changes, unavailability of necessary materials, or other causes beyond a party's reasonable control.
- Customer's obligation to pay for Services is not excused by force majeure events.
- Changes in economic, business, or competitive conditions shall not be considered force majeure events.

### 13.2 Assignment and Transfer

- Neither party may assign or transfer rights, obligations, or duties under this Agreement without prior written approval from the other party, which shall not be unreasonably withheld.
- However, CriticalPath Communications may assign this Agreement without Customer's consent in the event of:
  - A sale, merger, or transfer of all or substantially all of its business assets.
  - Assignment to an affiliated entity, successor, or entity acquiring all or part of its service infrastructure.
- All obligations under this Agreement shall be binding on successors and permitted assigns.

### 13.3 Export Law and Regulation

- Customer acknowledges that any services, software, or equipment provided may be subject to U.S. export laws and agrees not to transfer, use, or distribute them in violation of those laws.
- If requested, Customer must provide assurances or documentation to comply with U.S. export regulations.

### 13.4 Notices

- All notices must be in writing and sent via:
  - Personal delivery
  - Overnight courier

- Certified U.S. Mail (Return Receipt Requested)
- Notices to Customer will be sent to the billing address on file.
- Notices to CriticalPath Communications must be sent to:  
CriticalPath Communications  
2149 S Holly St  
Denver, CO 80222  
Email: [billing@criticalpathcommunications.com](mailto:billing@criticalpathcommunications.com)
- Notices will be considered effective on the date of delivery.

### 13.5 Entire Agreement

- This Agreement constitutes the entire understanding between the parties, superseding all prior discussions, agreements, and representations, whether written or oral.
- Any terms or conditions on purchase orders, checks, or payment forms shall be void and have no effect.
- Only authorized representatives of CriticalPath Communications may modify this Agreement in writing.

### 13.6 Tariffs & Regulatory Requirements

- If CriticalPath Communications is required by law or regulation to modify service terms or pricing, affected customers may terminate their impacted service upon 30 days' written notice without additional termination liability.

### 13.7 Construction & Severability

- If any part of this Agreement is found to be unenforceable, the remainder shall remain in full force and effect, and a replacement provision will be used that most closely reflects the original intent.

### 13.8 Survival

- Certain rights and obligations will survive termination of this Agreement, including:

- **Payment obligations**
- **Indemnifications**
- **Confidentiality provisions**
- **Limitations of liability**

### 13.9 Governing Law

- **This Agreement shall be governed by the laws of the State of Colorado, except as superseded by applicable federal law.**

### 13.10 No Third-Party Beneficiaries

- **This Agreement does not grant any rights or remedies to third parties.**

### 13.11 No Waiver

- **Failure by either party to enforce any term shall not be considered a waiver of that term or any other rights.**

### 13.12 Independent Contractors

- **The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship between Customer and CriticalPath Communications.**

### 13.13 Article Headings

- **Headings are for reference only and do not affect the meaning or interpretation of this Agreement.**

### 13.14 Compliance with Laws

- **Both parties agree to comply with all applicable federal, state, and local laws and regulations.**

## ARTICLE 14. PHONE SERVICES AND 911 DISCLOSURES

### 14.1 Emergency Services (911) Limitations

Customer acknowledges and understands that **CriticalPath Communications' Voice Services**, including **911 dialing**, are provided **over an internet-based network** and are subject to certain **limitations and risks**, including but not limited to:

- **(a) Power and Internet Outages:**
  - **911 dialing will not function if the customer's internet connection is down or if there is a power outage at the customer's premises.**
  - **Customer is solely responsible for maintaining backup power solutions, such as an uninterruptible power supply (UPS) or generator, to ensure service continuity.**
- **(b) Service Interruptions:**
  - **911 calls may fail or experience delays if there is congestion on the internet or network disruptions.**
- **(c) Location Accuracy:**
  - **Customer is responsible for ensuring that the registered address associated with their phone service is accurate and updated.**
  - **If the customer moves locations without notifying CriticalPath, 911 calls may be routed to the wrong emergency response center.**
- **(d) Alternative 911 Methods:**
  - **CriticalPath strongly advises that customers maintain an alternative means of dialing 911, such as a traditional landline or cellular service, as a backup in case VoIP-based 911 services are unavailable.**

### 14.2 Customer Responsibilities for 911 Services

Customer agrees to:

1. **Provide and maintain accurate location information** with CriticalPath to ensure proper emergency response routing.

2. **Inform all users of the service (employees, guests, tenants, etc.) of the limitations of VoIP-based 911 services.**
3. **Acknowledge that CriticalPath is not responsible for any claims, damages, or losses resulting from a failed or delayed 911 call due to circumstances beyond CriticalPath's control, including but not limited to:**
  - **Power failures**
  - **Internet outages**
  - **Incorrect address registration**

### **14.3 Limitation of Liability for 911 Services**

**CriticalPath, its affiliates, officers, employees, and contractors shall not be liable for:**

- **(a) Any failure or delay in reaching 911 emergency services.**
- **(b) Incorrect routing of 911 calls due to customer-provided information errors.**
- **(c) Any service disruption caused by power outages, network failures, or customer-side equipment issues.**
- **(d) Any indirect, incidental, or consequential damages related to emergency call failures.**
- **Customer expressly assumes all risks associated with using CriticalPath's voice services for 911 dialing and agrees to hold CriticalPath harmless from any claims or damages arising from service limitations.**

## **ARTICLE 15. SERVICE TERMS AND CONDITIONS**

### **15.1 Service Availability and Performance**

- **CriticalPath provides fixed wireless internet and VoIP phone services on an "as-is" and "as-available" basis.**
- **While CriticalPath aims to provide reliable service, no guarantees are made regarding uptime, speed, or uninterrupted performance.**
- **(a) Network Limitations:**
  - **Internet and phone services may experience performance fluctuations due to weather, network congestion, interference, or other external factors beyond CriticalPath's control.**

- **(b) No Guaranteed Speeds:**
  - **Advertised speeds are maximum potential speeds and are not guaranteed.**
  - **Actual speeds may vary.**
- **(c) No Guarantee of Uninterrupted Service:**
  - **CriticalPath does not guarantee uninterrupted service or performance levels, and customers should have backup solutions in place for mission-critical applications.**

### **15.2 Customer Responsibilities**

- **(a) Equipment & Installation:**
  - **Customers are responsible for ensuring compatibility of their internal network and devices.**
  - **Customer-owned equipment must be purchased from CriticalPath to ensure service compatibility.**
  - **No third-party equipment is permitted.**
- **(b) Backup Power & Redundancy:**
  - **Customer must maintain adequate backup power solutions to avoid service disruptions in case of power failure.**
- **(c) Security & Data Protection:**
  - **CriticalPath is not responsible for customer network security, cybersecurity threats, or data breaches.**

## **CRITICALPATH COMMUNICATIONS BUSINESS SERVICES CUSTOMER TERMS AND CONDITIONS**

### 15.3 Acceptable Use and Service Restrictions

- (a) **No Resale or Redistribution:**
  - Customer may not resell, share, or redistribute CriticalPath's services without written approval from the owners of CriticalPath Communications.
- (b) **Prohibited Activities:**
  - Services may not be used for illegal activities, unauthorized data transmission, or any action that interferes with CriticalPath's network.
- (c) **Policy Updates:**
  - CriticalPath reserves the right to update service terms and acceptable use policies without prior notice.

- This agreement shall be governed by the laws of the State of Colorado.

### 16.4 No Third-Party Beneficiaries

- This agreement does not create any third-party rights or benefits.

### 16.5 Survival

- Sections regarding liability, indemnification, and customer responsibilities shall survive contract termination.

### 16.6 No Waiver

- Failure of either party to enforce any term of this agreement shall not constitute a waiver of that term.

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## ARTICLE 16. MISCELLANEOUS TERMS

### 16.1 Force Majeure

- CriticalPath is not responsible for service interruptions due to circumstances beyond its control, including but not limited to:
  - Natural disasters
  - Government actions
  - Labor strikes
  - Utility failures
  - Acts of terrorism

### 16.2 Notices & Contact Information

- All official notices should be sent to:  
CriticalPath Communications  
2149 S Holly St  
Denver, CO 80222  
Billing  
inquiries: [billing@criticalpathcommunications.com](mailto:billing@criticalpathcommunications.com)

### 16.3 Governing Law