

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is dated this ____ day of _____, 20___, by and between Central Park Systems Corporation, a California corporation, dba Fortis Telecom (“we”, “us” or “Fortis”) located at 4952 Windplay Drive, Suite B, El Dorado Hills, CA 95762 and the customer (“you” or “your”) of Fortis' Internet Broadband Service, Hosted VoIP Service, Information Technology Support Service, SaaS, and/or any other Service contracted with you (“Service”). This Agreement governs both the Service and any related devices, such as IP Switches/Routers, Subscriber Units, VoIP Phones, or any other device (collectively, “Devices” or “Equipment”) used in conjunction with the Service(s).

1. TERMS AND CONDITIONS.

1.1 Term and Termination. The Service is offered on an annual or monthly basis. For month-to-month agreements, service is for a term that begins on the date that Fortis activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give Fortis written notice of non-renewal prior to the end of the monthly term in which the notice is given. If you terminate Service prior to the end of a monthly term, you will not be entitled to any pro rata refund of any remaining portion of your current monthly term. Expiration of the term or termination of the Service will not excuse you from paying any unpaid, accrued charges that are due as required by this Agreement and as specified on the Sales Order Form attached hereto and incorporated herein.

For term agreements, a charge for early termination will apply. Any discounts on services and/or equipment will be voided and become immediately due and payable if you terminate before the end of the stated contract term as defined in your Sales Order “SO”. The fee for early termination will be calculated by multiplying the monthly recurring charge(s) by the number of months remaining in the term (as defined in the SO), plus the full costs of any unpaid services and/or equipment that was included in the (SO). Furthermore, by signing the SO you affirm and acknowledge that there is a significant cost to Fortis Telecom by your early termination and hereby authorize Fortis Telecom to charge your account and thus credit card or other contracted form of payment for all outstanding and early termination charges as defined above.

Should Fortis disconnect service for nonpayment or any other reason described in this agreement, Fortis shall require, and you expressly agree to make payment in full for all past due amounts up to the time of reconnection; pay a \$100 reconnection fee; and give the company a valid credit card, that is acceptable to the company, and that you agree such credit card shall be used by the company for any and all future services and payments due under your contract to avoid account delinquency. You agree that charges to the credit card on file will be made by Fortis at the time the service is invoiced or becomes due under the terms of this agreement and your service contract. In addition, you agree that if there is a disconnection of service for nonpayment, the company shall charge in advance and prior to making any reconnection of your service, for all subscription based services and/or active SaaS products you have previously agreed to by contract for the remaining term of your contract agreement.

1.2 Use of the Services. The Service and Devices are to be used for business use. The Service shall not be used for any excessive use including, but not limited to, auto-dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcasting, fax blasting, email blasting, telemarketing (including, without limitation, charitable or political solicitation or polling), automatic dialing, public calling centers, Internet Cafes or high traffic eCommerce web sites or any other activity that would be inconsistent with normal business usage patterns without prior written agreement from Fortis. You may not resell or transfer the Service or the Devices to any other person for any purpose, or make any charge for the use of the Service. Fortis reserves the right to immediately terminate or modify the Service without prior notice to you, if Fortis determines, in its sole discretion, that the Service is being used contrary to the provisions of this Agreement. This Agreement is subject to the Acceptable Use Policy posted on our website: <https://fortistelecom.net/terms-of-use> which may change without notice to you.

1.3 Loss of Service Due to Power Failure or Internet Service Outage. You acknowledge and understand that the Service will not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the internet, which is provided by Fortis or another Communications Service Provider, and that, accordingly, in the event of an outage of broadband service, the Service will not function except over the backup POTS line that is maintained by you, if any. Should there be an interruption in the power supply or broadband outage, the Service will not function until power and service is fully restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND UNDERSTAND THAT DURING A POWER FAILURE, INTERNET SERVICE OUTAGE OR UPON CANCELLATION OF THIS AGREEMENT, ENHANCED 911 (E911) SERVICES WILL NOT WORK.

THE DEVICES PROVIDED BY FORTIS TELECOM ARE NOT EQUIPPED WITH BATTERY BACKUP. IT IS YOUR RESPONSIBILITY TO ENSURE ADEQUATE BACKUP POWER IS PROVIDED FOR SERVICE CONTINUITY DURING A POWER OUTAGE, AS USERS WOULD OTHERWISE BE UNABLE TO USE THE SERVICES, INCLUDING E911, WHEN POWER IS UNAVAILABLE. CALLS USING THE SERVICE, INCLUDING CALLS TO E911, MAY NOT BE COMPLETED IF THERE IS A PROBLEM WITH NETWORK FACILITIES, INCLUDING NETWORK CONGESTION, NETWORK/EQUIPMENT/POWER FAILURE, OR OTHER TECHNICAL PROBLEMS.

1.4 Outgoing International Calling Not Supported. You understand that, with the exception of Canada, outgoing international calling is not supported on our network at this time. While it is our desire to do so, Fortis does not represent, warrant or guarantee that the Service or Devices will work in the future for outgoing international calls.

1.5 Lawful Use of Service and Devices. You agree to use the Service and Devices only for lawful purposes. The Service or Devices may not be used to transmit or receive any communication or material of any kind when, in Fortis' sole judgment, the transmission, receipt or possession of such communication or material may constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Fortis

reserves the right to terminate your Service without refund and pick-up the Devices immediately if Fortis, in its sole discretion, believes that you have violated this provision. You are liable for any and all use of the Service and/or Devices, and any transmissions made thereon, by yourself and by any person making use of the Service or Devices provided to you. You agree to indemnify, defend and hold Fortis harmless against any and all liability, damages or claims, including attorneys' fees and costs, arising from or related to such use of our Service and/or Devices in violation of this Agreement. If Fortis, in its sole discretion, believes that you may have violated this provision, Fortis may forward the objectionable material, as well as your communications with Fortis and your personally identifiable information to the appropriate authorities for investigation and prosecution.

1.6 Tampering with the Devices or Service. You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Devices. Fortis reserves the rights to terminate your Service without refund and pick-up the Devices should you tamper with the Devices. You agree not to make or attempt to make any use of the Service that is inconsistent with its intended purpose.

1.7 Theft of Service. You agree to notify Fortis immediately if you become aware at any time that your Service is being stolen or fraudulently used. When contacting us, you must provide your account number and a detailed description of the circumstances surrounding your allegation of theft or fraud. Until such time as you provide Fortis with notice of the theft or fraudulent use of the Service, you are responsible for maintaining the confidentiality of your account number and/or password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you.

1.8 Reassignment of Number upon Service Termination. Upon termination of the Service, Fortis may, at its sole discretion, reassign a telephone number or Direct Inward Dialing (collectively, "Number") provided to you by Fortis. You shall not obtain any rights, title or interest in the Number and the Number is not portable to other service providers. The Number is not to be used with any other Devices other than the Devices provided by Fortis and Fortis reserves the right to change, cancel or reassign the Number at Fortis' sole discretion.

1.9 Service Distinctions. You acknowledge and understand that the Service is not a telephone service. Important distinctions, including, but not limited to, E911 and non-use of our Services during a power failure (see Section 1.3 above), exist between telephone service and the enhanced Service offering provided by Fortis. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before any governmental telecommunications regulatory agencies.

1.10 Intellectual Property. The Services and Devices and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Fortis' website(s) are protected by U.S. and international trademark, copyright or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively, "marks") of Fortis are and shall remain the exclusive property of Fortis and nothing in this Agreement shall grant you the right or license to use any such marks. You acknowledge that you are not given any license to use the firmware or software not supplied under a General

Public License used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software not supplied under a General Public License in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Devices are exclusively for use in connection with the Service and that Fortis will not provide any passwords, codes or other information or assistance that would enable you to use the Devices for any other purpose. If you decide to use the Service through an interface Devices not provided by Fortis, which Fortis reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface Devices with the Service and you will indemnify, defend and hold Fortis harmless against any and all liability, damages or claims, including attorneys' fees and costs, arising out of your use of such interface Devices with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software not supplied under a General Public License. Nothing in this Agreement or elsewhere will prohibit or limit Fortis' ownership and use ideas, concepts, know-how, methods, models, data, techniques, skill, knowledge and experience that were used, developed or gained in connection with this Agreement. Fortis shall have the right to use all data collected or generated under this Agreement.

2. PER USE FEES

2.1 Directory Assistance (411) Services. Fortis outsources 411 Directory Assistance calls on a per transaction basis. Fees for 411 calls are \$2.50 per call. You agree to pay this fee for each call made to 411 and the responsibility to pay for all 411 Directory Assistance calls placed from your Service.

2.2 Enhanced 911 (E911) Services. Fortis outsources E911 Emergency calls to an outside service. Misuse of the E911 system will result in a \$95 fee per call. You agree to pay this fee and the responsibility to use the E911 system only for emergencies.

3. PAYMENT AND BILLING.

3.1 Payment. All Services listed on your Sales Order Form must be prepaid by credit card or in advance by check. You must provide us payment when the Service is activated. Fortis reserves the right to stop accepting credit cards from one or more issuers at its sole discretion. Based upon which service plan you select, we will bill your credit card monthly for all charges and any applicable taxes.

3.2 Billing Disputes. You must notify Fortis in writing within thirty (30) days after receiving your credit card statement if you dispute any charges on that statement or such dispute will be deemed waived. Billing disputes should be sent to the following address:

Fortis Telecom
4952 Windplay Drive, Suite B
El Dorado Hills, California 95762
Attn: Billing

3.3 Credit Card Authorization. Upon signing this Agreement, Fortis is authorized to charge your credit card account number on file, including any changed information given Fortis if the card expires or is replaced, or if you substitute a different card, for charges set forth in this Agreement and on your Sales Order Form. Fortis may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Fortis is declined or reversed, your account is closed, or your credit card expires and you have not provided Fortis with a valid replacement credit card or in case of any other non-payment of account charges. You are fully liable to Fortis for all charges accrued before termination and for all costs incurred by Fortis in collecting such amounts, including but not limited to, attorneys' fees and costs.

3.4 Termination/Discontinuance of Service. Fortis reserves the right to suspend or terminate the Service at any time, with or without cause, and without notice to you. If Fortis discontinues providing the Service without cause, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for cause, including without limitation violation of this Agreement, or because of any improper use of the Service or Devices (including, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of Fortis or of a third party provider to which Fortis is subject), you are not entitled to a refund of any funds held by Fortis, including the last month's service charges.

3.5 Taxes. You are responsible for any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or Devices. Such amounts are in addition to payment for the Service or Devices and will be billed to you. If you are exempt from payment of such taxes, you shall provide Fortis with an original certificate that satisfies applicable legal requirement attesting to your tax-exempt status.

4. WARRANTIES AND LIMITATION OF LIABILITIES.

4.1 Disclaimer of Warranties for Services. All Services and Devices provided by Fortis are provided on an "as is" and "as available" basis. Fortis makes no express or implied warranty to you or any other person or entity, whether express, implied or statutory, as to the description, quality, title, non-infringement, merchantability, completeness, or fitness for a particular purpose as to the Services or Devices provided to you, all such warranties hereby being expressly excluded and disclaimed to the maximum extent permitted by law. Fortis does not warrant that the Services are error-free or will operate without packet loss or interruption nor does Fortis

warrant the reliability of any connection to or any transmission over the internet. You assume total responsibility and risk for use of the Services and the Devices.

4.2 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes, or any similar or dissimilar cause beyond the reasonable control of either party.

4.3 Limitation of Liability and Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND UNDERSTAND THAT FORTIS' LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY IS LIMITED TO THE INSTALLATION CHARGES FOR THE SERVICES AND DEVICES PROVIDED HEREUNDER. IN NO EVENT SHALL FORTIS, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR UNDERLYING SERVICE PROVIDERS BE LIABLE FOR ANY COSTS OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF FORTIS' SERVICES INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, USE, DATA, GOODWILL OR BUSINESS OPPORTUNITIES OF ANY KIND OR NATURE WHATSOEVER, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO THIS AGREEMENT OR TO THE SERVICES PROVIDED BY FORTIS (INCLUDING, BUT NOT LIMITED TO, E911-TYPE DIALING AND/OR INABILITY OF YOU OR ANY USER OF YOUR WIRELESS BROADBAND SERVICE TO BE ABLE TO DIAL E911, TO ACCESS EMERGENCY SERVICE PERSONNEL, TO ACCESS THE CORRECT PUBLIC SERVICE ANSWERING POINT ASSOCIATED WITH YOUR TELEPHONE NUMBER, OR TO CORRECTLY ROUTE AN EMERGENCY CALL IF YOU MOVE YOUR ATA OUTSIDE OF YOUR SERVICE ADDRESS) UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT ON THE PART OF FORTIS OR ITS UNDERLYING SERVICE PROVIDERS. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FORTIS, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ANY OTHER UNDERLYING SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE WIRELESS BROADBAND SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR WIRELESS BROADBAND SERVICE EXCEPT IF THE HARM IS CAUSED BY OR RELATED TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY FORTIS OR ITS UNDERLYING SERVICE PROVIDER.

4.4 Limitation. Fortis and we agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

5. GOVERNING LAW AND ARBITRATION.

5.1 Mandatory Arbitration. Any dispute or claim between you and Fortis arising out of or relating to the Service or Devices provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Sacramento, California and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and you will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. YOU ACKNOWLEDGE THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

5.2 Governing Law. The Agreement and the relationship between you and Fortis shall be governed by the laws of the State of California without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 5.1, you and Fortis agree to submit to the personal and exclusive jurisdiction of the courts located within the state of California and waive any objection as to venue or inconvenient forum.

5.3 Entire Agreement. This Agreement, the Sales Order Form and the Acceptable Use Policy constitute the entire agreement between you and Fortis and govern your use of the Service, superseding any prior agreements between you and Fortis and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding unless signed by both parties.

5.4 Waiver, Severability and Counterparts. The failure of Fortis to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.5 Representations. You represent that you have the proper authority to enter this Agreement and become bound by its terms.

6. MISCELLANEOUS.

6.1 Acknowledgement of E911 and Release. By signing this Agreement, you acknowledge that you have read, understand and agree to the terms of this Agreement, including the E911 limitations for customers receiving E911 Service as stated in Section 1.3 above, and that you hereby expressly release Fortis, its shareholders, directors, officers, employees, agents and underlying service providers from any and all liability associated with your inability to use your Service to access E911 in the event of a power outage, internet service outage, problems with network facilities (including, but not limited to, network congestion, network or equipment failure or other technical failures), or cancellation of your Service pursuant to the terms of this Agreement.

6.2 Right to Cancellation.

You, the buyer, may cancel this transaction at any time prior to midnight of third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Customer: _____

Fortis Telecom

By _____

By _____

Name: _____

Name: _____

Title _____

Title _____

Date _____

Date _____

NOTICE OF CANCELLATION

(Date of Transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a fax to Fortis Telecom at 4952 Windplay Drive, Suite B, El Dorado Hills, CA 95762; Fax (916) 235-4210 not later than midnight of _____, 20__.

I hereby cancel this transaction.

Dated: _____

Print Name: _____