



This Agreement is between Guadalupe Valley Telephone Cooperative, Inc. (GVTC) and

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(herein after referred to as "Subscriber" or "Customer") on any Order (as defined below), and sets forth general terms and conditions under which Subscriber may purchase GVTC's Hosted UC (UNIFIED COMMUNICATIONS) services (the "Services"). The Agreement includes by reference, (i) applicable written service order or quote, as submitted from time to time and accepted by GVTC as provided herein (each an "Order" or "Service Order"), (ii) the Fee Schedule and Services Exhibit (the "Fee Schedule") attached hereto as Exhibit A, (iii) Acceptable Use Policy, Privacy Policy and other policies as posted on GVTC's web site at <http://www.gvtc.com/residential/internet/acceptableusepolicy.php> (the "Policies"), and (iv) Ancillary Rates for Voice Services (the "Ancillary Rate Schedule") posted on-line at <http://gvtc.com/support/policies-terms-conditions>

These documents provide: (i) terms and conditions applicable to the Services, (ii) Services ordered and the associated pricing, (iii) Early Termination Fees, miscellaneous fees and descriptions and additional terms related to specific Services (iv) GVTC policies, and (v) additional rates for voice services. All the above terms are made a part of this Agreement through incorporation by reference. The person accepting this Agreement represents that s/he has read and agreed to such terms and the terms of this Agreement. In the event of any inconsistency among the above referenced terms included in the Agreement, the Terms and Conditions shall govern and control. This Agreement and the Service Order need only be executed by Subscriber. GVTC may accept or decline the Order as provided herein. GVTC's provisioning of the Service shall indicate its acceptance of the order. Any terms not defined herein shall have the meaning set forth in the Fee Schedule.

## **1. Service Orders**

In addition to the Services, GVTC or its suppliers may deliver to Subscriber certain hardware in connection with the Services (collectively, "Products"). GVTC or its suppliers may also supply software (external to or embedded in the Products) and related documentation ("Software") in connection with the Services. GVTC shall use commercially reasonable efforts to provide the Services, associated Products and Software described in each applicable Order. By signing a service Order form, Subscriber agrees to the terms and conditions in this Agreement and all of the ancillary documents incorporated above, and authorizes GVTC to obtain any credit information necessary and/or Subscriber proprietary network information necessary to provision the GVTC Service and to establish Subscriber's GVTC account. Subscriber authorizes release of said information by any and all third parties to GVTC and its affiliates. GVTC reserves the right, at its sole discretion, to decline new Orders and to require Subscriber



to post appropriate advance deposits for new and existing Services. GVTC may reject any Order that diverges in any respect from the Agreement or if GVTC is technically unable to provision the Service as ordered. If there is no written service Order, GVTC will provide the Services, Products and/or Software in accordance with the terms of the Agreement at GVTC's then prevailing retail rates or at such other rates as to which GVTC and Subscriber may mutually agree in writing. GVTC and its suppliers may interrupt Services for maintenance and other operational reasons; except as provided in the Policies, Subscriber shall not be entitled to receive any compensation for such interruptions.

## **2. Use of Services, Software and Products**

Subscriber shall use the Services, Products and Software in accordance with all applicable laws, rules and regulations and in accordance with the Fee Schedule and Policies. GVTC grants to Subscriber a personal, limited, non-transferable, revocable, non-exclusive license (without the right to sublicense or create derivative works) to use the Software during the Term (defined below) solely for Subscriber's own internal use of the Services in accordance with this Agreement. Unless agreed in writing by GVTC, Subscriber shall not resell or redistribute any cable or voice Services purchased from GVTC (including via Wi-Fi hotspots). In addition, subscriber shall not copy, modify, resell or redistribute the Service, Software or Products, create or recreate the source code for the Products or any Software, or re-engineer, reverse engineer, decompile, disassemble or attempt in any way to disable, deactivate or render ineffective the password protection in the Service, Products or any Software. Some software necessary to fully utilize the full functionality of the Services may require Subscriber to accept additional terms and conditions required by the third-party providers of such software (including "Click-Thru" or "Shrink-Wrap" terms). Subscriber agrees to comply with any such additional terms and conditions required for the Service. GVTC is not responsible for the configuration of, or internal equipment for, Subscriber's personal computer that may be necessary to make Subscriber's computer or systems compatible with the Services or Products.

## **3. Fees and Prices**

Subscriber shall pay for all Services and Products that GVTC furnishes to Subscriber. The relevant Service Order or the Fee Schedule specifies the one-time, recurring and optional prices and associated fees that Subscriber shall pay for each Service during the Service Term; provided however, that such fees do not include taxes or other surcharges and fees. Subscriber understands that not all charges may be stated in a Service Order; for a description of these additional charges, please see the Fee Schedule.

Prices are fixed for the Initial Service Term. GVTC may modify the prices or fees at any time for Services in their Renewal Service Term (defined below) upon thirty (30) days' notice to Subscriber; provided, however, if Subscriber does not agree to accept the new pricing, Subscriber may terminate the affected Services without penalty within thirty (30) days of the date of such notice. Any continued use of the Services thirty (30) days after the notice date shall be deemed acceptance of the new pricing.



#### **4. Invoicing**

GVTC shall bill Subscriber in arrears for non-recurring, usage and pro-rata usage based monthly charges (if any) and shall bill Subscriber in advance for the monthly recurring fees for the Services. GVTC will charge Subscriber for all one-time installation and equipment fees, miscellaneous fees and for initial monthly recurring charges at the rates shown in the Service Order or Fee Schedule as applicable. All payments are due in US Dollars within thirty (30) days of the invoice date, unless superseded by the terms of a Service description in the Fee Schedule or a Service Order (“Due Date”). Subscriber’s obligation to begin paying for the Services (“Billing Start Date”) will generally start on the date upon which GVTC has provisioned the Service to Subscriber. Please see the applicable Service description in the Fee Schedule for a description of the Billing Start Date for that Service. Monthly service charges, upgrades/downgrades, move orders and other charges related to service changes are pro-rated for the month in which they take place.

#### **5. Payment Default**

If Subscriber has not paid its invoice by the Due Date or if Subscriber files for insolvency protection of any sort (a “Payment Default”), GVTC may take any combination of the following actions: (i) suspend the unpaid Services; (ii) require a cash deposit or standby letter of credit; (iii) stop taking new orders for additional Services; and/ or (iv) terminate the unpaid Services or the Agreement for breach in which event Subscriber will, in addition to amounts owed GVTC, be responsible for all applicable early termination fees, as defined in the applicable Service Exhibits and Fee Schedule (“Early Termination Fees”). For all payments (including unpaid Regulatory Surcharges) not made by the Due Date, GVTC may charge Subscriber interest on overdue amounts at the lesser of (i) the interest rate set forth in the Fee Schedule or (ii) the maximum interest charges permitted under applicable law. Subscriber will be responsible to GVTC for any expenses (including collection costs, reasonable attorneys’ fees and court costs) that GVTC incurs to collect overdue charges. Subscriber shall pay an additional charge for each returned check or other rejected payment. If GVTC elects to reinstate any Service that has been suspended in accordance with this Section, GVTC may charge Subscriber a reinstatement fee. The fees and charges described in this Section can be found in the Fee Schedule.

#### **6. Right to dispute**

Subscriber may dispute any or all of an invoice by providing notice to GVTC within sixty (60) days from the invoice date on which the disputed charge appears; provided, however, that any disputed amounts remain due and payable according to the payment terms described in this Agreement. If Customer fails to pay the disputed charges in accordance with the payment terms of this Agreement, GVTC may, without further notice, exercise any of its rights for a Payment Default as described above. If GVTC does not receive written notification of Subscriber dispute within such sixty (60) day period, Subscriber agrees that GVTC is entitled to all of the charges set forth in the invoice and that Subscriber has waived any right to dispute such charges for any reason. GVTC will attempt to respond to any dispute within ten



(10) days of receipt of valid notice with its determination of the validity of the dispute and, if an adjustment to the disputed invoice is required, GVTC shall use good faith efforts to make any applicable adjustments to Subscriber's invoice within the following two billing periods. Subscriber must provide all supporting documentation that GVTC may reasonably request for all disputes. Acceptance of late or partial payments (even if marked "Paid in Full" or with other such verbiage) shall not waive any of GVTC's rights to collect the full amount of Subscriber's charges for the Service.

#### **7. Taxes and Surcharges**

The Services and Products may be subject to a combination of federal, state and local taxes or surcharges. GVTC may add line items to your monthly invoice for specific applicable local, state and federal taxes that it collects and remits to governmental entities in connection with your services and for certain other variable expenses GVTC incurs as a result of local, state and federal regulation, including its payments to governmental entities and agents and to underlying network service providers and its internal costs of compliance associated with taxes and regulatory fees and programs, including but not limited to, state disability access and universal service programs; franchise fees; FCC and state regulatory fees; rights-of-way fees; charges from the FCC's numbering plan and local number portability administrator; and utility, gross receipts, CST, telecommunications, excise or other taxes not recovered by GVTC through a separate line item ("Regulatory Surcharge"). Because these expenses fluctuate, GVTC charges separate monthly Regulatory Surcharge(s) to recover these costs rather than include them in its base rates. Subscriber agrees to pay all invoiced Regulatory Surcharges even if any such amount is not itself a tax or fee required by the government.

#### **8. Term and Termination**

The initial minimum term for each Service is set forth in the Service Order or applicable Service description in the Fee Schedule (each an "Initial Service Term"). The start date for the Initial Service Term of each Service varies by the type of Service but is generally the Billing Start Date; please see the applicable Service description in the Fee Schedule for a description of when each Service's Initial Service Term begins. After the end of a Service's Initial Service Term or Renewal Service Term (defined below), unless either party provides written or electronic notification of its intention not to renew the Agreement at least thirty (30) days prior to the end of the Initial Service Term or the then-current Renewal Service Term, or unless otherwise noted in the Fee Schedule, the Services will automatically renew for subsequent terms of the same length and then-current rates as the Initial Service Term ("Renewal Service Term"). All such Renewal Service Terms together with the Initial Service Term will be referred to as the "Term". GVTC can terminate this Agreement or any Service for cause at any time, including during the Initial Service Term, if (a) Subscriber is in Payment Default or (b) GVTC determines that Subscriber has violated a material provision of this Agreement including any exhibits, schedules or attachments thereto such as the then-current Acceptable Use Policy; or (c) GVTC determines that Subscriber has resold or redistributed voice Services or otherwise transferred the Services, Software



and/or Products in violation of the Agreement (each a termination “For Breach”). In the event that GVTC terminates For Breach, Subscriber shall pay, in addition to any amounts owed GVTC through the month of termination, the applicable Early Termination Fee. If Subscriber elects to terminate any Service prior to the expiration of the Initial Service Term, Subscriber will pay the Early Termination Fees for each Service that has not completed its Initial Service Term. Subscriber and GVTC agree that an Early Termination Fee is not a penalty but serves as an accurate approximation of the damages to GVTC that result from the termination before the end of its Initial Service Term. GVTC’s termination policy and process is set forth in the Fee Schedule.

## **9. Warranty**

GVTC WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, PURSUANT TO GENERALLY ACCEPTED INDUSTRY STANDARDS AND PRACTICES FOR SIMILAR SERVICES, PROVIDED, HOWEVER, THAT SUBSCRIBER UNDERSTANDS AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY ISSUE OR CLAIM RELATED TO THE PERFORMANCE OR NON- PERFORMANCE OF THE SERVICES AND PRODUCTS SHALL BE FOR GVTC TO PROVIDE SUBSCRIBER WITH THE CREDITS RELATED TO THE SPECIFIC SERVICE PROVIDED WHICH ARE SUBJECT TO THIS CLAIM, IF ANY. EXCEPT FOR THE FOREGOING, GVTC PROVIDES ALL SERVICES, SOFTWARE AND PRODUCTS ON AN “AS IS” BASIS, AND SUBSCRIBER’S USE OF THE SERVICES AND PRODUCTS IS AT ITS OWN RISK. GVTC DOES NOT MAKE AND EXPLICITLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AS WELL AS ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GVTC DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE WILL BE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD-PARTY ATTACKS. THE PRECEDING DISCLAIMERS INCLUDE AN EXPRESS ACKNOWLEDGMENT BY SUBSCRIBER THAT, AMONG OTHER THINGS, GVTC DOES NOT MAKE ANY PROMISE TO SUBSCRIBER THAT: (1) THE SERVICES OR PRODUCTS ARE FIT TO BE SOLD; (2) THE SERVICES OR PRODUCTS ARE FREE FROM DEFECTS; (3) THE SERVICES OR PRODUCTS WILL PERFORM IN ANY SPECIFIC MANNER, AT A PARTICULAR SPEED, OR TO ANY PARTICULAR STANDARD; (4) MANAGED OR OTHER SECURITY SERVICES WILL PROVIDE ANY PARTICULAR LEVEL OF PROTECTION FOR SUBSCRIBER’S COMPUTERS, NETWORKS OR SYSTEMS; (5) HOSTED SERVICES WILL MEET ANY PARTICULAR LEVEL OF SECURITY, RELIABILITY OR COMPLIANCE, OR (6) THE SERVICES OR PRODUCTS CAN BE USED FOR A SPECIFIC PURPOSE.

## **10. Limitation on Liability**

NEITHER PARTY (NOR GVTC’S SUPPLIERS) WILL BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS OR POTENTIAL BUSINESS OR DATA OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, IN EACH CASE WHETHER OR NOT SUCH LOSSES WERE FORESEEABLE BY SUCH PARTY. EVEN IF GVTC IS



INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT WILL GVTC OR ITS SUPPLIERS' CUMULATIVE LIABILITY EXCEED; (A) THE FEES PAID BY SUBSCRIBER TO GVTC FOR THE SERVICES OVER THE PREVIOUS SIX (6) MONTHS; OR, (B) THE RIGHT TO CANCEL THE SERVICE WITHOUT INCURRING AN EARLY TERMINATION FEE. IN ADDITION AND NOT IN LIMITATION OF ANY OTHER DISCLAIMER OR LIMITATION OF LIABILITY CONTAINED IN THE AGREEMENT, GVTC AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS THAT SUBSCRIBER SUFFERS AS A RESULT OF THE SERVICES, SOFTWARE OR PRODUCTS, INCLUDING BUT NOT LIMITED TO: (I) ANY INTERRUPTION OR FAILURE OF THE SERVICES, SOFTWARE OR PRODUCTS; (II) THE DOWNLOADING OR USE OF ANY INFORMATION, DATA, SOFTWARE OR MATERIALS OBTAINED VIA THE SERVICES OR FROM THE INTERNET; (III) ANY FAILURE TO COMPLETE A TRANSACTION ON THE INTERNET OR WHILE USING THE SERVICES; (IV) ANY LOSS OF EMAIL, BACKUP OR DATA (WHETHER BEING TRANSMITTED ACROSS GVTC'S NETWORK, OR SUBSCRIBER'S NETWORK; (V) ANY INTERRUPTION OR FAILURE OF A THIRD PARTY'S SERVICES, SOFTWARE, EQUIPMENT OR NETWORK; (VI) ANY UNAUTHORIZED USE OF, OR MODIFICATION TO, THE PRODUCTS, SOFTWARE OR SERVICES OR THE COMBINATION OF THE PRODUCTS, SOFTWARE AND/OR SERVICES WITH OTHER SERVICES OR PRODUCTS; (VII) VIRUSES, WORMS, TROJAN HORSES OR OTHER NOXIOUS DATA OR SOFTWARE; OR (VIII) ANY UNAUTHORIZED ACCESS, ALTERATION, THEFT OR DESTRUCTION TO SUBSCRIBER'S DATA, PERSONAL INFORMATION, COMPUTERS, NETWORK, PHONE SYSTEM, EMAIL SYSTEMS, DATA BACKUP SYSTEMS, SERVERS OR VIRTUAL SERVERS, PROGRAMS OR WEBSITES. SUBSCRIBER ACKNOWLEDGES THAT GVTC HAS ENTERED INTO THIS AGREEMENT AND HAS SET ITS PRICES IN PART IN RELIANCE ON THESE LIABILITY AND REMEDY LIMITS, AND THAT THEY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. Subscriber must bring any claim relating to the Agreement within six (6) months after any termination or expiration of the Agreement and Subscriber waives any right to claims arising after such six month time period.

**11. Business Class Phone & Business Class Trunk Service Notice and Acknowledgement Regarding E911**

Customer understands and acknowledges that the GVTC Hosted UC (SIP) voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or GVTC network failure, Enhanced 9-1-1 ("E911") services may not be available. The GVTC Hosted UC Services Agreement prohibits moving your GVTC Hosted UC voice-enabled customer premise equipment to a new service address. Customer understands and acknowledges that if this equipment is moved to another location, E911 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the GVTC Hosted UC Service Order will be provided to emergency operators for emergency calls made from the telephone numbers associated with this Service Order. To move your service to another location, you must call GVTC.

Customer agrees to specifically advise every end user of the GVTC Hosted UC service, prominently and using the language provided above, of the circumstances under which E911 service may not be available through GVTC Hosted UC service.



Customer must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after GVTC Hosted UC service is installed.

## **12. Indemnification**

Subscriber hereby agrees to defend, indemnify and hold GVTC, its affiliates, directors, officers, employees and contractors harmless from any and all third party claims, liabilities, losses, damages, expenses, or causes of action, including, without limitation, reasonable legal fees and expenses (collectively, "Losses") arising from or in connection with: (i) Subscriber's resale or redistribution of any Software, Product or Service to any end-user via any method whether permitted or prohibited by the terms of this Agreement; (ii) Subscriber's illegal use of, or any misuse of any Product, Software or Services in violation of this Agreement or any additional terms and conditions associated with the Product, Software or Services, laws, rules or regulations (including any and all such illegal use or misuse by Subscriber's employees, agents, and contractors); (iii) bodily injuries (including death) to any person, damage to any property, real or personal (public or private) occurring on Subscriber's premises unless directly caused by GVTC; and (iii) any gross negligence or willful misconduct of Subscriber.

## **13. Copyright, Trademark & Unauthorized Use**

All Services, Software, information, documents and materials on GVTC's website(s) or provided to Subscriber in connection with the Services, Software or Products offered hereunder are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of GVTC and/or its suppliers are and shall remain the exclusive property of GVTC and/or its suppliers and nothing in this Agreement shall grant Subscriber the right or license to use any of such marks. Subscriber shall not remove, erase, tamper with or fail to preserve any copyright, trademark, or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Products or any Software.

## **14. AUP and Privacy Policy**

Subscriber will comply with (and will ensure that all users of the Service comply with) GVTC's Acceptable Use and Privacy policies. GVTC may suspend or cancel the Services if Subscriber (or anyone that uses Subscriber's Services) violates either policy. In most cases, GVTC will endeavor to notify Subscriber of such violations before taking such action, but GVTC may act without such notice and without liability to prevent harm or damage to GVTC's, Subscriber's or a third-party's property, networks or systems. Subscriber further acknowledges that GVTC may amend the Policies from time to time without notice, and Subscriber is responsible for compliance with the current versions of the Policies. The parties will equally divide the cost of the arbitrator and each party will be responsible for its own legal costs relating to any arbitration.



**15. Force Majeure**

GVTC shall not be liable for any performance delay or failure, loss, or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, acts of God, acts, omissions, or failures of carriers, communications services, acts of regulatory or governmental authorities, unforeseen circumstances or other causes beyond GVTC's reasonable control.

**16. Independent Contractor**

The parties agree that they are independent contractors and that this Agreement and relations between the parties hereby established do not constitute a joint venture, agency or contract of employment between them, or any other similar relationship. Neither party has the right or authority to create an obligation or responsibility on behalf of the other.

**17. Assignment**

Subscriber may not assign or transfer this Agreement, in whole or part, without GVTC's prior written consent, which consent shall be at GVTC's sole discretion and not unreasonably withheld. Any such assignment or transfer without such consent shall be void. GVTC is free to assign any of its rights or to delegate any of its duties hereunder to any affiliate or to any third party as part of a sale of all or substantially all of its assets or as part of a merger. GVTC may subcontract the performance of certain services to third parties.

**18. Governing Law and Consent to Jurisdiction**

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Texas without giving effect to its conflicts of law provisions. Subscriber consents to the exclusive jurisdiction of Comal County, TX.

**19. Arbitration**

Any disputes arising from the interpretation of or performance of this Agreement or any Attachments shall be submitted for binding, expedited arbitration in Comal County, Texas, before a single arbitrator agreed upon by the parties. If the parties cannot agree, the arbitrator will be selected by JAMS, the AAA or another dispute resolution organization that the parties agree on. In the event that the parties still fail to agree, the arbitrator shall be selected by JAMS. Such arbitration shall be in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Notwithstanding, the arbitrator shall schedule a pre-arbitration hearing ("Hearing") to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow issues. The arbitrator's ruling at the Hearing shall be final and binding on all parties. The parties to the arbitration shall be entitled to discovery in accordance with Texas Law.





## **20. Notices**

Notices to Subscriber may be sent to the facsimile number, email address or physical address listed on the Order or to any contact information subsequently provided to GVTC. Subscriber consents to receiving all notices hereunder through electronic means. All notices to GVTC must be in writing and must be sent to GVTC Corporation, ATTN: Subscriber Billing Department, 36101 FM 3159, New Braunfels, TX 78132

## **21. Entire Agreement and Amendments**

This Agreement including the Terms and Conditions, Orders, Policies and Fee Schedule entered into or incorporated herein by reference constitute the entire and exclusive agreement between GVTC and Subscriber with respect to the subject matter of this Agreement, and the Agreement supersedes any prior agreements, promises, offers, communications, representations, statements, negotiations, understandings, or proposals, oral or written between Subscriber and GVTC, any related entity or any of their respective employees, contractors or agents with respect to any services or products offered by GVTC. Subscriber acknowledges and agrees that Subscriber has not relied upon any statement, promise or representation by GVTC, any related entity or any of their respective employees, contractors or agents, including those relating to the performance, pricing, specifications or other aspects of any service or product offered by GVTC and not expressly set forth in this Agreement. Except as set forth in the Agreement, the Agreement can only be modified, amended or waived through a writing signed by an authorized employee of each party or by notice from GVTC as described below if by GVTC. GVTC reserves the right to change the Ancillary Rate Schedule, the Fee Schedule or any of the Policies upon notice to Subscriber. GVTC further reserves the right to alter, change or eliminate Services, Products or Software or to change or eliminate areas where GVTC provides Services upon thirty days prior written notice to Subscriber.

## **22. Survival**

Any accrued rights to payment, any remedies, and all sections of this Agreement that by their nature would survive including without limitation, indemnification, remedies, warranty disclaimers and limits of liability, shall survive any expiration or termination of this Agreement.

## **23. Severability**

If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, it shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties and its application in any other circumstances and the remaining provisions of this Agreement shall not be affected.

## **24. Waiver**



Failure by either party to insist upon strict and complete performance of any or all terms or conditions contained in the Agreement shall not constitute nor be construed as a waiver of that party's right to enforce such provision or any other provision.

**25. Counterparts**

This Agreement and the Service Order need only be executed by Subscriber. GVTC may accept or decline the Order as provided herein. GVTC's provisioning of the Service shall indicate its acceptance of the order. If GVTC elects to sign any Order, then it may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

**26. Subscriber Premises Equipment**

In order to facilitate configuration of equipment and ensure its compatibility with GVTC's network, GVTC requires Subscriber, as a condition to receiving Service, to use customer premises equipment ("CPE") supplied by GVTC. Such CPE will be provided to Subscriber by GVTC and GVTC retains full title and ownership of the CPE. Customer shall bear the cost of any loss or damage to the CPE from any cause whatsoever other than routine maintenance. Subscriber agrees to use reasonable care in maintaining the CPE while in Subscriber's possession. Upon the expiration or termination of the Services, CPE shall be returned to GVTC by Subscriber (and at Subscriber's expense) in good condition, reasonable wear and tear excepted. If Subscriber fails to return the CPE to GVTC within thirty (30) days of termination of the Services, Subscriber shall be charged the then current-list price for the CPE. GVTC agrees to provide replacement of CPE to Subscriber at no additional cost to Subscriber unless such replacement is necessitated by Subscriber's negligence.

**27. Personal Abuse**

Personal threats, sexual harassment, profanity and vulgarities of any sort directed toward GVTC personnel are a violation and grounds for termination of this Agreement and if terminated under this provision, Subscriber shall be responsible for payment of Early Termination Fees.

Acknowledged: \_\_\_\_\_  
customer signature

Date \_\_\_\_\_



**Hosted UC Terms and Conditions  
EXHIBIT A - FEE SCHEDULE**

Pricing of Hosted PBX Services with Phone Equipment Included							
	2 Year Term		3 Year Term		5 Year Term		
<b>VIPrimer</b>	VVX 300	\$ 22.80	VVX 300	\$ 21.60	VVX 300	\$ 20.40	
	VVX 310	\$ 24.70	VVX 310	\$ 23.40	VVX 310	\$ 22.10	
	VVX 400	\$ 26.60	VVX 400	\$ 25.20	VVX 400	\$ 23.80	
	VVX 410	\$ 28.50	VVX 410	\$ 27.00	VVX 410	\$ 25.50	
	VVX 500	\$ 36.10	VVX 500	\$ 34.20	VVX 500	\$ 32.30	
	VVX 600	\$ 45.60	VVX 600	\$ 43.20	VVX 600	\$ 40.80	
	Crdls Base	\$ 23.75	Crdls Base	\$ 22.50	Crdls Base	\$ 21.25	
	Crdls Hndst	\$ 18.05	Crdls Hndst	\$ 17.10	Crdls Hndst	\$ 16.15	
<b>VIPrecision</b>	VVX 300	\$ 34.20	VVX 300	\$ 32.40	VVX 300	\$ 30.60	
	VVX 310	\$ 36.10	VVX 310	\$ 34.20	VVX 310	\$ 32.30	
	VVX 400	\$ 38.00	VVX 400	\$ 36.00	VVX 400	\$ 34.00	
	VVX 410	\$ 39.90	VVX 410	\$ 37.80	VVX 410	\$ 35.70	
	VVX 500	\$ 47.50	VVX 500	\$ 45.00	VVX 500	\$ 42.50	
	VVX 600	\$ 57.00	VVX 600	\$ 54.00	VVX 600	\$ 51.00	
	Crdls Base	\$ 37.05	Crdls Base	\$ 35.10	Crdls Base	\$ 33.15	
	Crdls Hndst	\$ 31.35	Crdls Hndst	\$ 29.70	Crdls Hndst	\$ 28.05	
<b>VIProfessional</b>	VVX 300	\$ 38.95	VVX 300	\$ 36.90	VVX 300	\$ 34.85	
	VVX 310	\$ 40.85	VVX 310	\$ 38.70	VVX 310	\$ 36.55	
	VVX 400	\$ 41.80	VVX 400	\$ 39.60	VVX 400	\$ 37.40	
	VVX 410	\$ 43.70	VVX 410	\$ 41.40	VVX 410	\$ 39.10	
	VVX 500	\$ 51.30	VVX 500	\$ 48.60	VVX 500	\$ 45.90	
	VVX 600	\$ 60.80	VVX 600	\$ 57.60	VVX 600	\$ 54.40	
	Crdls Base	\$ 40.85	Crdls Base	\$ 38.70	Crdls Base	\$ 36.55	
	Crdls Hndst	\$ 35.15	Crdls Hndst	\$ 33.30	Crdls Hndst	\$ 31.45	
<b>VIPremier</b>	VVX 300	\$ 52.25	VVX 300	\$ 49.50	VVX 300	\$ 46.75	
	VVX 310	\$ 54.15	VVX 310	\$ 51.30	VVX 310	\$ 48.45	
	VVX 400	\$ 55.10	VVX 400	\$ 52.20	VVX 400	\$ 49.30	
	VVX 410	\$ 57.00	VVX 410	\$ 54.00	VVX 410	\$ 51.00	
	VVX 500	\$ 57.95	VVX 500	\$ 54.90	VVX 500	\$ 51.85	
	VVX 600	\$ 66.50	VVX 600	\$ 63.00	VVX 600	\$ 59.50	
	Crdls Base	\$ 54.15	Crdls Base	\$ 51.30	Crdls Base	\$ 48.45	
	Crdls Hndst	\$ 48.45	Crdls Hndst	\$ 45.90	Crdls Hndst	\$ 43.35	



**Hosted UC Terms and Conditions  
FEE SCHEDULE**

<b>Pricing of Hosted PBX Services with Phone Equipment Purchased Separately</b>					
	<b>VIPrimer</b>	<b>VIPrecision</b>	<b>VIProfessional</b>	<b>VIPremier</b>	
2-Year Term	\$ 12.25	\$ 30.00	\$ 37.00	\$ 55.00	
3-Year Term	\$ 11.75	\$ 28.50	\$ 35.00	\$ 52.00	
5-Year Term	\$ 11.00	\$ 27.00	\$ 33.00	\$ 49.00	
	<b>CPE</b>	<b>NRC</b>			
Polycom VVX 300 poe	\$ 155.99				
Polycom VVX 300 ps	\$ 168.99				
Polycom VVX 310 poe	\$ 181.99				
Polycom VVX 310 ps	\$ 194.99				
Polycom VVX 400 poe	\$ 207.99				
Polycom VVX 400 ps	\$ 220.99				
Polycom VVX 410 poe	\$ 258.69				
Polycom VVX 410 ps	\$ 271.69				
Polycom VVX 500 poe	\$ 311.99				
Polycom VVX 500 ps	\$ 324.99				
Polycom VVX 600 poe	\$ 428.99				
Polycom VVX 600 ps	\$ 441.99				
Cordless Hndst & Base P	\$ 168.99				
Cordless Hndst & Base p	\$ 175.49				
Cordless Handset	\$ 107.89				

**Definitions:**

“Unlimited LD” includes domestic U.S. outbound 1+ calling only and is subject to additional terms and conditions of service outlined in GVTC’s Web Site under unlimited LD service on [www.gvtc.com](http://www.gvtc.com)

“Billing Start Date” – Billing starts once GVTC has completed installation of the service.

“Early Termination Fees” – Early Termination Fees shall be equivalent to 65% of the remaining term charges. By way of example, if customer terminates service with 12 months remaining on term, the Early Termination Fee shall be 12 x the full monthly invoice x 0.65. Term begins on Billing Start Date for these services.