

CASAIR TERMS AND CONDITIONS FOR VOICE SERVICES

Casair, Inc.
617 E. Lake St., Stanton, MI 48888
Phone: 989-831-8800 Fax: 989-831-5555

ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN THE RELATIONSHIP BETWEEN YOU ("CUSTOMER", "YOU", "THEY", OR "YOUR") AND CRYSTAL AUTOMATION SYSTEMS, INC. DBA: CASAIR, INC. ("CASAIR, INC.", "CASAIR", "WE", "US", "COMPANY", OR "OUR"). CASAIR, INC. VOICE SERVICES ("VOICE SERVICES" OR "SERVICES") PROVIDED TO THE CUSTOMER BY CASAIR, INC. MAY ONLY BE USED IN ACCORDANCE WITH ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND RULES, AND IN ACCORDANCE WITH THE ACCEPTABLE USE POLICY, AVAILABLE ONLINE AT WWW.CASAIR.NET/AUP.PDF, AND SUCH TERMS SHALL BE BINDING ON CUSTOMER.

THIS AGREEMENT REPRESENTS THE COMPLETE UNDERSTANDING BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS, REPRESENTATIONS, GUARANTIES, WARRANTIES, PROMISES, ORDERS, STATEMENTS OR AGREEMENT BETWEEN THE PARTIES OR ANY STATEMENT OR REPRESENTATION MADE OR FURNISHED BY ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT EITHER PARTY. THE PERSON OR ENTITY SIGNATORY (HEREINAFTER THE "CUSTOMER") WHO SIGNS THE ORDER FOR RESIDENTIAL SERVICES AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF THIS SERVICE CONTRACT (HEREINAFTER THE CONTRACT).

THE CUSTOMER CERTIFIES THAT HE OR SHE IS AT LEAST 18 YEARS OF AGE. WHILE INDIVIDUALS UNDER THE AGE OF 18 MAY UTILIZE OUR SERVICES, THEY MAY DO SO ONLY WITH THE INVOLVEMENT OF A PARENT OR LEGAL GUARDIAN. IT IS ASSUMED THAT IF AN INDIVIDUAL UNDER THE AGE OF 18 IS USING CASAIR, INC.'S SERVICES THAT THE INDIVIDUAL'S PARENT OR LEGAL GUARDIAN HAS AGREED TO THE TERMS OF THIS AGREEMENT.

GENERAL TERMS AND CONDITIONS

ACCEPTANCE OF THIS AGREEMENT

You will have accepted this Agreement and be bound by its terms if you use the Service(s) or otherwise indicate your affirmative acceptance of such terms.

USAGE BILLING

Casair, Inc.'s Voice Service calling plans billed as a flat monthly fee may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g. operator services) or a measured basis (e.g., international calls). Generally, for billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call.

Casair, Inc.'s Voice Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

Notwithstanding anything to the contrary in this agreement, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges Casair, Inc. or its associated parties, as if such a call were answered by the called party, Casair, Inc. will charge Customer for a completed call.

USE POLICY

Voice Service may only be used at Service Location(s) where Voice Service is installed by Casair, Inc. Customer understands and acknowledges that if Customer attempts to install or use the Casair, Inc. equipment or Voice Service at another location, Voice Service, including but not limited to 911/E911, may fail to function or may function improperly. It will be considered a material violation of this agreement if Customer moves Voice Service to another location without first notifying Casair, Inc. Customer expressly agrees not to use Voice Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Casair, Inc. determines, in its sole discretion, that Customer's use of Voice Service is excessive or in violation of this agreement, Casair, Inc. reserves the right, among other things, to terminate or modify Voice Service immediately and without notice.

DISRUPTION OF SERVICE

Customer acknowledges and understands that Voice Service will not be available for use under certain circumstances including without limitation when the network or facilities are not operating or if normal

electrical power to the MTA, ALA, or ALG is interrupted and such equipment does not have a functioning backup. Customer also understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Voice Services will not function until normal power is restored. Customer also understands that certain online features of Voice Service, where such features are available, will not be available under certain circumstances, including but not limited to the interruption of the Internet connection.

LIMITATIONS OF 911/E911

Voice Services includes a 911/ Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. Customer acknowledges and accepts any limitations of 911/E911.

CORRECT ADDRESS

In order for Customer's 911/E911 calls to be properly directed to emergency services, Casair, Inc. must have Customer's correct Service Location address. If Customer moves Voice Service to a different Service Location without Casair, Inc.'s approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong Service Location address, and/or Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact Casair, Inc. at least five (5) days before moving Voice Service to a new Service Location. All changes in Service Location require Casair, Inc.'s prior approval.

SERVICE INTERRUPTIONS

Customer acknowledges and understands that Voice Service uses the electrical power in the Customer's Service Location. If there is an electrical power outage, 911 calling may be interrupted if the battery backup in the associated MTA, ALA, or ALG is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if Customer exceed its Voice Service and equipment configuration calling capacity or if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

SUSPENSION AND TERMINATION BY CASAIR, INC.

Customer understands and acknowledges that Voice Service, including 911/E911, as well as all online features of Voice Service, where Casair, Inc. make these features available, will be disabled if Customer's account is suspended or terminated.

LIMITATION OF LIABILITY AND IDEMNIFICATION

Customer acknowledges and agrees that neither Casair, Inc. nor its associated parties will be liable for any voice service outage, inability to dial 911 using the services, and/or inability to access emergency service personnel. Customer agrees to defend, indemnify, and hold

harmless Casair, Inc. and its associated parties from any and all claims, losses, damages, fines, penalties, costs, and expenses (including but not limited to reasonable attorney fees) by, or on behalf of, customer or any third party or user of the voice services relating to the failure or outage of the services, including those related to 911/E911.

COMPATIBILITY

Customer acknowledges and understands Voice Service may not support or be compatible with:

- Non-recommended configurations including but not limited to MTA's, ATA's, or ALG's not currently certified by Casair, Inc. as compatible with Voice Services.
- Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems;
- Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
- Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling;
- 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and
- Other call types not expressly set forth in Casair, Inc.'s product literature (e.g., outbound shore-to-ship calling)

LIMITATIONS ON LIABILITY FOR VOICE SERVICE

Limitations shall apply where Casair, Inc. makes available an option to list Customer's name, address, and/or telephone number in a published directory or directory assistance database, and one more of the following conditions occurs: (i) Customer requests that customer's name, address and/or phone number be omitted from a directory or directory assistance database, but that information is included in either or both; (ii) Customer requests that Customer's name, address and/or phone number be included in a directory or directory assistance database but that information is omitted from either or both; or (iii) the published or listed information for Customer's account contains material errors or omissions. If any of these conditions pertain, then the aggregate liability of Casair, Inc. and its associated parties shall not exceed the monthly charges. If any, which customer has actually paid to Casair, Inc. to list, publish, not list, or not publish the information for the affected period. Customer shall hold harmless Casair, Inc. and its associated parties against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the errors and omissions references above. Furthermore, if Casair, Inc. makes available directory advertising services, neither Casair, Inc. nor any of its associated parties will be liable for any

acts, errors, or omissions related to such directory advertising.

ADDITIONAL TERMS TO TOLL FREE SERVICES

LIMITATIONS

Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with Casair, Inc., Customer must have Voice Services, and must map each Toll Free telephone number ("TFN") to a Voice Service telephone number ("Associated TN"). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (i) map the applicable TFN to another Digital Voice telephone number on Customer's Casair, Inc. account, (2) purchase a new Digital Voice telephone number to map to the TFN, (3) port out the TFN to another toll free carrier; or (4) disconnect the TFN. If Customer fails to take immediate action as indicated above, Casair, Inc. shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.

TERM AND TERMINATION

Toll Free Services are offered on a month to month basis. Customer shall have the right to terminate Toll Free Services at any time for any reason upon thirty (30) days prior notice to Casair, Inc., subject to payment of all outstanding amounts due for the Toll Free Services and the return of any and all Casair, Inc. equipment. Termination of Toll Free Services is not subject to Termination charges. Toll Free Services will terminate simultaneously with Customer's Voice Services.

TOLL FREE CHARGES

Toll Free Service is subject to the toll free pricing identified in the applicable Service Order, or if none stated, subject to the pricing lists and fees found at <http://www.casair.net/business-phone.htm>

BILLING INCREMENTS

Unless otherwise stated in a Service Order, usage-based charges will be billed on either a per-minute or per-message basis. Service calls invoiced on a per-minute basis will have an initial minimum call duration of one (1) minute, subsequent intervals of one (1) minute each, and will be billed by rounding to the next whole minute.

ROUNDING OF CHARGES

Casair, Inc. reserves the right to round up any and all invoice amounts to the nearest one (1) cent.

CUSTOMER RESPONSIBILITY FOR TELEPHONE EQUIPMENT

Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-provided equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and

for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Customer also acknowledges and accepts that Casair, Inc. does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

QUOTES AND CONSTRUCTION

Customer acknowledges that any quotations for construction are based on the visual inspection and assumed condition of the land/building, unless stated otherwise with evidence of a written description or detailed plans for the structural engineer. Any change to those conditions found to exist as work proceeds may result in additional charges to those initially indicated and Casair, Inc. will not be held liable. The Customer, in accepting any quotations, agrees to Casair, Inc. carrying out the described works on his or her property, and he or she shall make reasonable provisions to protect his/her fixtures and fittings not subject to the described works and other possessions left in the property whilst the works are undertaken. The Customer should also make safe, suitable and uninterrupted access of the land and/or buildings. Any changes or alterations to the quoted works or to the materials requested by the client may result in an alteration to the costs. All additional works instructed to be carried out during the course of works will be subject to additional charges based on a time and material basis and will be charged accordingly.

ACCESS TO YOUR PREMISES AND EQUIPMENT

Customer agrees to allow Casair, Inc. and its agents the right to enter your property at which the Service(s) and/or equipment will be provided (the "Premises") at reasonable times with or without notice, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or equipment used to receive any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

Casair, Inc. will provide Customer with the equipment notated on the Order for Residential Services. Such equipment shall, at all times, remain the property of Casair, Inc. and upon termination of service shall be returned to the Casair, Inc. in the same condition as existed upon execution of this agreement, reasonable wear and tear expected. Customer shall bear all risk of loss, theft, fire, windstorm, lightning, acts of God, or other hazards. The Customer shall provide secure, adequate space and AC power for the equipment. Casair, Inc. will

maintain and repair such equipment at its sole, provided however, that in the event that any such maintenance, repair or replacement is necessitated by the abuse, misuse or neglect of the Customer, or any of the hazards listed in the hazards identified above, Customer will bear the entire cost of such repair or replacement.

Customer agrees not to attach or assist any person to attach, any unauthorized devices to our equipment or the Service(s). If you make or assist any person to make any unauthorized connection or modification to Casair, Inc.'s equipment or the Service(s), we may terminate your Service(s) and recover such damages as may result from your actions. You also agree that we may recover damages from you for tampering with any Casair, Inc. equipment or any other part of our network for receiving unauthorized Service(s). You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with Our equipment or Our network. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service(s) in addition to our cost to replace any altered, damaged, or unreturned Casair, Inc. equipment or other equipment, including any incidental costs. The unauthorized reception of the Service(s) may also result in criminal fines and/or imprisonment.

RESALE

Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof, without written consent from Casair, Inc.

911/E911 CALLS

E911 calls are designed to normally send all Customer information along with the 911 call to the local emergency center but is not guaranteed. Customer acknowledges that during a 911 call that Customer may or may not need to speak to an operator who does not have Customer's information. The phone system including E911 calls may not function in the event of a power outage and we recommend installing a battery backup to provide power to cover both short and long term outages.

ASSIGNMENT

Customer may not assign his/her rights under this Agreement without Casair, Inc.'s prior written consent. All of the terms and provisions of this Agreement shall be binding upon and enforceable by the successors and assigns of the parties of this Agreement.

POLICIES

Casair, Inc. is a licensed CLEC to do telecom business in the State of Michigan under MPSC rules. Policies, rules, requirements, and prices change from time to time. Customer agrees to comply with these changes with or without notice.

REGULATORY REQUIREMENTS

If the FCC (Federal Communications Commission), state Public Utility or Service Commission or a competent jurisdiction, issues a regulation, rule, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including taxes, surcharges or rates, then this Agreement shall be deemed modified in such a way as consistent with the form, intent or purpose of the ruling.

PRIVACY POLICY

Casair, Inc. provides access to our Privacy Policy online at www.casair.net/privacy-policy.htm. To the extent that Casair is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Casair, Inc.'s policy to provide such notice to you.

NON-DISCRIMINATION

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cut.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

TARRIFS

To view additional terms of service applicable to Casair, Inc. please to go <http://www.casair.net>.