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POTS Transformation / Pots in a Box (PIAB) / CDS Products

1. Customer understands that it may be connecting its alarm systems to POTS replacement products / POTS Transformation ("PIAB Products") using Internet, Voice over IP and other IP technologies that operate differently than traditional TDM voice service. Customer acknowledges that MetTel is not an alarm service company and is not responsible for the functionality of Customer alarm and other systems connected to the PIAB Products. MetTel will configure and connect Customer's equipment in accordance with Customer's instructions, however, MetTel assumes no responsibility for compatibility or proper operation of Customer's connected devices, which may include fire and burglar alarm systems.

2. MetTel recommends Customer regularly test the PIAB Products for proper operation with its alarm / monitoring provider. Without limiting the warranty disclaimers set forth in the MSA, Customer specifically acknowledges that MetTel does not represent or warrant that the transmission of alarm or other signals will not be interrupted, circumvented or compromised, or that Customer's alarm or other system will be compatible with MetTel PIAB Products. Customer understands that services may be disrupted or degraded by network congestion, atmospheric conditions, power failures or other conditions beyond MetTel's control. The use of these services may prevent signal transmission and can interfere with the line-seizure and other features of customer's alarm system. Customer is responsible for having these services tested by an authorized alarm inspection company or systems expert, as applicable, to ensure signal transmission and features are operating as expected. Customer accepts full responsibility for alarm, safety and monitoring system compliance with the authority having jurisdiction. Without limiting the other limitations of liability herein, IN NO EVENT SHALL METTEL OR ITS VENDORS BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE, ATTEMPTED USE, OR INABILITY TO ACCESS LIFE SUPPORT, ALARM OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY CALL OR SERVICE.

3. There are risks unique to using a POTS replacement like the DataRemote CDS device. While MetTel will assist in network path design and initial configuration of the device, Customer remains solely responsible for selecting and approving the deployment design and ensuring that the initial and continuing application meets its needs. MetTel cannot assure that a design approved by Customer will be compatible with the PIAB Products or existing equipment or satisfy any regulatory requirements. Even where a functional deployment is achieved, Customer or third party network changes may affect the functionality of the DataRemote CDS device, whether intentional or not, including without limitation configuration changes to other network equipment, network conditions such as usage spikes or traffic priority conflicts, and failover or other changes in the data path. In the event such a Customer change affects the PIAB Products, MetTel is available to provide support on a time and materials basis but cannot assure the deployment will be suitable for Customer's specific needs.

4. Orders for PIAB Products that include equipment,including a CDS device, ("PIAB Device") are subject to equipment availability and to MetTel's review and approval. MetTel may decline any order that would include equipment or installation costs at any time in MetTel's sole discretion.

5. If activation of a shipped PIAB Device is canceled prior to its installation or installation is not completed within sixty (60) days following delivery (other than delays to the extent caused exclusively by MetTel), Customer will be responsible for (A) a $500 restocking fee, (B) associated shipping charges, (C) any technician inside-wiring / dispatch charges and (D) if the PIAB Device is not returned to MetTel's designated address within sixty (60) days of shipment, the purchase price of $999 for the PIAB Device will be charged (less the $500 restocking fee if already charged).

6. Customer must activate at least two (2) PIAB Device lines ("Specialty Services") on each PIAB Device ("Required Lines"). If Customer does not activate the Required Lines on a PIAB Device within sixty (60) days following delivery or terminates the Required Lines prior to completion of their term, termination charges outlined in the MSA will apply to such disconnected (or not activated) Required Lines. If no Required Lines are activated within sixty (60) days following delivery or all Required Lines are disconnected, in addition to the termination charges, the rental charges for the PIAB Device will be accelerated to the termination date and immediately due and payable, and Customer will return the PIAB Device within sixty (60) days or will be responsible for the purchase price for the device. Required Lines will be reduced to one (1) Specialty Service for a PIAB Device deployment with a single Specialty Service at initial deployment as shown on the Product Schedule.

