

Standard Terms & Conditions



These Standard Terms and Conditions ("Terms of Service," or "TOS"), formerly the Master Service Agreement (MSA), describe the contractual agreement between us, Arrow Networks ("Arrow" or "Company") and you, the Customer ("Customer"). The TOS is incorporated into the documents signed between Arrow and the Customer, including the Service Order Form(s) and any Service Order Addendum(s) (collectively the "Service Order Agreement" or "SOA"), setting forth the details of the terms and specific services which you have ordered and contracted for with Arrow.

1. Application of Standard Terms

1.1 Agreement Structure. These Standard Terms and Conditions ("Standard Terms") establish the general framework governing the relationship between Arrow Networks, LLC ("Arrow" or "Company") and Customer ("Customer"). The complete agreement between Arrow and Customer (the "Agreement") consists of: (a) the applicable Service Order or Service Order Agreement ("SOA"); (b) any addenda or amendments to the SOA; (c) the service-specific terms applicable to the services ordered, as identified by the service classification on the SOA (collectively, "Service-Specific Terms"); (d) these Standard Terms; and (e) any applicable Service Level Agreement ("SLA").

1.2 Order of Precedence. In the event of any conflict between the documents comprising the Agreement, the following order of precedence shall apply (from highest to lowest priority):

- a. Any applicable filed tariff required by federal, state, or local regulatory authority;
- b. The SOA and any addenda or amendments thereto;
- c. The applicable Service-Specific Terms (e.g., Connectivity Services Agreement, Managed Services Agreement);
- d. These Standard Terms;
- e. Any applicable SLA or policy documents referenced herein.

1.3 Service-Specific Terms. Services provided under any SOA shall be governed by the Service-Specific Terms applicable to the classification of services identified on the SOA. Service-Specific Terms are available at www.arrownetworks.com/legal and include, without limitation: the Connectivity Services Agreement (for connectivity and internet services), the Professional Service Agreement (for consulting and professional services) and such other service-specific terms as may be published by Arrow from time to time.

2. Service Term & Renewal

2.1. Service Term. Customer shall utilize Arrow's service(s) as specified in each SOA for the duration of the term(s) specified in the associated SOA for such services. The initial term of services provided pursuant to each SOA will automatically renew for successive one (1) year periods unless either party notifies the other in writing of its desire not to renew at least sixty (60) days prior to the expiration of the then current term.

2.2. Service Commencement Date. The term of any SOA will commence on the "Service Start Date." The "Service Start Date" shall mean the date when Arrow tests and initiates the service associated with a SOA and notifies the Customer that service has been initiated, or when the underlying facility has been delivered and/or installed per the product specific schedule at the service address, whether or not the Service(s) have been activated, but only in the event that such delay in the activation of the Service(s) is caused by Customer or its agents. On the Service Start Date, Arrow will begin billing Customer for such services.

3. Access to Services

3.1. Service. Arrow agrees to provide Customer the services, equipment and/or software described in each SOA. Services provided under any SOA shall be governed by the terms and conditions set forth in the Agreement and/or SOA and in these Standard Terms, as well as the terms and conditions found in applicable Arrow tariffs or price lists on file with state regulatory agencies and/or with the Federal Communications Commission (the "FCC"). Arrow reserves the right, in its sole reasonable discretion, to reject any Agreement, Addendum, or SOA(s) prior to Arrow's signature.

3.2. Governing Terms and Policies. These Standard Terms, the applicable Service-Specific Terms, Service Level Agreements, Privacy Policy, Acceptable Use Policy, and other policies governing Arrow services, each as set forth at www.arrownetworks.com/legal, are incorporated by reference into the Agreement (collectively, the "Governing Terms"). Arrow may update, modify, or supplement the Governing Terms from time to time to reflect changes in Arrow's services, business practices, technology, legal requirements, or industry standards. The current version of all Governing Terms is available at www.arrownetworks.com/legal, and Customer's continued use of Services following any such updates constitutes acceptance of the modified terms.

3.3. Service Availability & Installation. Arrow will use reasonable efforts to install services ordered under the SOA(s); however, Arrow does not guarantee that services will be installed and provisioned on Customer's desired date for installation.

Arrow shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Arrow prompt access) and/or caused by any notice or access restrictions or requirements.

3.4. Third-Party Services & Authorization. The Services may include the resale or other provision by Arrow of third-party products or services (the "Third-Party Services"). Customer's use of Third-Party Services, and Arrow's liability with respect to Third-Party Services, are each subject to the terms, conditions and agreements, including service level agreements, provided by Arrow's respective Third-Party Services providers (the "Third-Party Terms").

Customer may be required to accept the Third-Party Terms directly with the Third-Party Services provider prior to using the Services. Customer irrevocably authorizes Arrow to act as Customer's limited agent for the purpose of accepting commercially reasonable Third-Party Terms.

3.5. Regulatory Requirements. Arrow may modify the Services to comply with any regulatory requirements, rules or orders issued by any applicable federal, state or local authority, without liability to Customer.

4. Technical Support and Maintenance

4.1. Technical Support. For certain Services, technical support will be provided directly by the Third-Party Services provider or via its designated support partner.

Technical support for other designated Services may be provided by Arrow, pursuant to the Service Level Agreement between Arrow and Customer ("SLA") and no Third-Party Services provider is obligated to provide direct technical support to Customer under this Agreement, for such designated Services, unless specifically set forth otherwise in the Order.

4.2. Maintenance. Arrow and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Arrow will use reasonable efforts to notify Customer when possible.

Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with or without prior notice to Arrow or Customer, to preserve the overall integrity of such Provider's network.

5. Customer Premises Equipment

5.1. CPE Ownership. Arrow reserves the right to deliver the Services using such delivery technology and/or facilities as it chooses. Customer acknowledges that the delivery of certain Services may require the installation of specific equipment at Customer premises, including all Arrow provided hardware which may include, without limitation, phones, switches, modems, routers and originally supplied router parts and materials, provided and owned by Arrow ("CPE"). Customer shall not make any physical modification, or permit third party access to, the Arrow CPE without prior written consent of Arrow.

5.2. CPE Return. Upon termination of any Service or the SOA, Customer's right to use the CPE will immediately end and Customer shall return the CPE to Arrow within thirty (30) days of such termination.

In the event that Customer fails to return such CPE to Arrow (or, at Arrow's option, to permit recovery of CPE by Arrow) in good working order, reasonable wear and tear excepted, Customer shall be responsible for the full replacement cost of the CPE and shall pay Arrow all charges associated with the recovery of that equipment.

5.3. CPE Indemnification. CUSTOMER SHALL DEFEND AND INDEMNIFY ARROW FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF THE PURCHASE, POSSESSION, OPERATION, CONDITION, RETURN, USE OR MISUSE OF THE CPE, THE SOFTWARE OR BY OPERATION OF LAW, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING SOLELY AND DIRECTLY FROM THE NEGLIGENT OR WILLFUL ACTS OF ARROW.

5.4. CPE Security. Customer is at all times responsible for properly maintaining the safety and security of the CPE installed at the customer premises. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the CPE unless such fraud resulted from the gross negligence or willful misconduct of Arrow.

6. Rates and Charges

6.1. Rates. Rates for Products and Services are defined in the relevant SOA(s) or in the STANDARD TERMS.

6.2. Rate Adjustments. Arrow may impose on Customer additional regulatory fees; administrative charges; and charges, fees, or surcharges for the costs Arrow incurs in complying with governmental programs. These fees, charges or surcharges may include state and federal Universal Service Fund ("FUSF") fees, Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges, and the amounts may vary.

6.3. Taxes. Arrow's rates and charges for Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Customer will not deduct any withholding taxes (or taxes deducted at the source) from any invoiced amounts.

7. Billing and Payment

7.1. Invoices. All invoices are due and payable within twenty (20) days from the date of invoice. The prices of the Services contained in your agreement with Arrow are expressly contingent on payment in the form of ACH, check, or by wire transfer. Arrow reserves the right to charge a fee for credit card payments.

7.2. Late Payments. If Customer fails to pay any undisputed amount when due, Customer shall pay interest on such unpaid amount at the rate of one and a half percent (1.5%) per month, or such lesser amount as is the maximum amount permitted under applicable law, until such sum is paid in full.

7.3. Billing Disputes. Customer may dispute in good faith any charge by contacting Arrow in writing or by e-mail of the specific nature and amount of the dispute ("Billing Dispute Notification") within sixty (60) days of the date of the invoice. Customer must pay all undisputed charges and amounts by the due date.

All claims must be submitted to Arrow within sixty (60) days of the date of Arrow's invoice for the Services for which charges are disputed, or the billing shall be deemed correct and Customer waives all rights to file a claim.

7.4. Dispute Resolution. Upon receipt of a Billing Dispute Notification, Arrow shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Arrow determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice.

8. Default and Service Suspension

8.1. Customer Default. Customer shall be in default of this Agreement in the event it (a) knowingly provides materially inaccurate, false or otherwise misleading information in an application for Service; (b) utilizes any Service for any unlawful purpose or for any purpose other than that for which the Service is designed and intended by Arrow; (c) utilizes any Service in violation of the Acceptable Use Policy; (d) has an outstanding balance which remains uncured as set forth herein; (e) becomes the subject of an involuntary or voluntary petition in bankruptcy or any involuntary or voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; or (f) materially violates any provision of Arrow's Acceptable Use Policy ("AUP").

8.2. Service Suspension. If any undisputed invoiced amount remains unpaid on the due date, and such default remains uncured ten (10) days after Arrow provides Customer written notice of such default, Arrow may immediately suspend the Services, in whole or in part.

Following the issuance of a suspension notice, Arrow may terminate all or any part of the Services without further notice to Customer if all outstanding amounts are not paid on or before the scheduled termination date specified in the suspension notice.

9. Termination

9.1. Termination Without Cause. Following expiration of any applicable initial service term or minimum commitment period, either party may terminate any service then being provided on a month-to-month basis upon sixty (60) days' prior written notice to the other party.

9.2. Termination For Cause. Customer shall be in default of an Agreement if Customer fails to cure any default within thirty (30) days of Customer's receipt of written notice thereof, and upon such failure Arrow may terminate the Agreement without further notice and immediately discontinue any and all Services provided to Customer. Nothing contained herein shall relieve Customer of its obligations to pay Arrow for all Services provided through the effective date of termination, together with the Early Termination Fee calculated under Section 9.4 and all other amounts then owing. Termination by Arrow under this Section constitutes a termination for cause and shall be treated as an early termination of each affected service for purposes of Section 9.4. Customer may terminate the Agreement for cause upon Arrow's failure to cure a material breach within thirty (30) days of Arrow's receipt of written notice thereof, and no Early Termination Fee shall be assessed with respect to any service terminated by Customer for cause.

9.3. Chronic Downtime. In the event that a specific circuit element at a particular Service location experiences (i) three (3) or more occurrences of repairs during a given month not resulting from a Customer caused impairment or (ii) three or more violations of the same Network Availability SLA Objective within a given month ("Chronic Downtime"), Customer may request an escalation of repair.

Upon receiving Customer's request, Arrow will have fifteen (15) business days to evaluate and prescribe a resolution, including a reasonable timeline to complete the prescribed repairs ("Cure Period"). If Arrow is unable to resolve the Chronic Downtime within the Cure Period, Customer may terminate the Affected Service with thirty (30) days written notice to Arrow without incurring an early termination fee.

9.4. Early Termination Fee. If any service provided under a term plan is terminated or discontinued prior to the expiration of the then current term, whether by Customer for reasons other than cause, by Arrow for cause under Section 8 or Section 9.2, or by reason of Customer's default, Customer shall pay Arrow an amount equal to the monthly recurring charges and minimum monthly usage amount, if applicable, for such service multiplied by the number of months remaining in the service term period (the "Early Termination Fee"). The Early Termination Fee is due within thirty (30) days after the effective date of termination and is in addition to all accrued but unpaid charges incurred through the effective date of termination, all charges for equipment not returned in accordance with Section 5.2, and all taxes, fees and surcharges applicable to the foregoing.

The parties acknowledge that Arrow's rates are established in reliance upon Customer's commitment to the full service term, that Arrow incurs costs and commitments to its underlying suppliers in reliance upon that commitment, and that the actual damages Arrow would sustain upon an early termination are difficult or impossible to ascertain with precision as of the date of the Agreement. The parties agree that the Early Termination Fee represents a reasonable forecast of the damages Arrow would sustain upon early termination and constitutes liquidated damages and not a penalty. The Early Termination Fee is not Arrow's exclusive remedy, and Arrow reserves all rights to recover accrued and unpaid amounts, interest, costs of collection, and any other amounts to which it is entitled under the Agreement, at law, or in equity.

10. Indemnification

10.1. Customer Indemnification. Customer shall indemnify, defend, and hold Arrow, its parent, affiliates, employees, directors, officers, agents, underlying carriers, and sub-contractors, harmless from any claim, loss or damages (whether in the form of a demand claim, lawsuit or arbitration, including actual attorneys' fees, arising from or resulting from Customer's

Standard Terms & Conditions



order or use of the Services, any unauthorized use of the Services, placement of material or content on Arrow's network, or from use of Arrow's services by a third party, regardless of Customer's knowledge or consent.

10.2. Arrow Indemnification. Arrow shall indemnify, defend, and hold the Customer, its parent, affiliates, employees, directors, officers, agents, underlying carriers, and sub-contractors, harmless from any claim, loss, or damages, including actual attorneys' fees, from any claim, loss or damages to the extent that such claim, loss or damage was caused by Arrow's gross negligence or misconduct in connection with the Customers authorized use of the Services.

11. Limitation of Liability

11.1. Exclusion Of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

11.2. Limitation of Liability. THE COMPANY'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF CUSTOMER'S USE OF SERVICES AND NOT DISCLAIMED BY WRITTEN AGREEMENT BETWEEN THE PARTIES SHALL NOT EXCEED THE AMOUNT EQUAL TO THE TOTAL NET CHARGES TO THE CUSTOMER FOR Service to which the claimed damages relate during the period in which such claimed damages occur and continue, or the sum total of payments made by Customer to Arrow during the three (3) months immediately preceding the event for which damages are claimed, whichever is less.

IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO THE COMPANY.

11.3. Warranty Disclaimer. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE STANDARD TERMS, SOA, ADDENDUM, OR SOA(S) TO THE CONTRARY, Services are provided "AS IS." ARROW MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESCRIPTION, COMPLETENESS, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY Service Provided Pursuant to the Agreement, OR THAT ANY Such Service Shall Be Uninterrupted Or Error-Free, Unless Expressly Provided By Both Arrow And The Customer.

11.4. 911 Service Limitations. CUSTOMER IS ADVISED THAT EMERGENCY 9-1-1 SERVICE MAY NOT FUNCTION OR BE AVAILABLE To Customer With The Loss Of Electrical Power Or If The Broadband Connection Is Not Operational. Emergency 9-1-1 Service Will Not Be Available At Any Remote Location If Internal Users Are Allowed To Use Their VOIP-Based Phones Remotely.

12. Use of Service

12.1. Compliance with Laws. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and, in the case of Internet services, the AUP, and any additional documentation corresponding to the applicable Service posted on the Arrow website.

Customer shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, rights of way, permits, franchises, licenses or similar approvals from all governmental and other authorities which are necessary or required to be obtained by the Customer in connection with the Services.

12.2. Prohibited Uses. Customer shall not (a) use, or attempt to use, any Service for any fraudulent, unlawful, improper, harassing, excessive, harmful, or abusive purpose, in violation of the AUP or applicable tariff, and Customer shall at all times be responsible for ensuring compliance with the delivery of its calling party identifying information, including but not limited to calling party name and calling party number; (b) resell or attempt to resell any aspect of the Service without the prior written consent of Arrow, whether for profit or otherwise; (c) use the Services as an auto dialer, telemarketer, dial-up internet service provider, call center or other similar types of business.

12.3. Unauthorized Access. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services unless such fraud resulted from the gross negligence or willful misconduct of Arrow and Arrow retains the right

to analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized or fraudulent use.

13. Force Majeure

13.1. Force Majeure Events. Arrow shall not be liable for any delay or failure of performance of any part of the Agreement to the extent that such failure or delay is caused by Acts of God, acts beyond the reasonable control of Arrow, inability to secure products or services of other persons or transportation facilities, or acts or omissions of common carriers, cyber-attacks, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power failures, power blackouts, cable cuts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, labor disruptions, or acts or omissions of transportation common carriers or third parties, or any cause beyond its reasonable control.

13.2. Mitigation. In the event of any Force Majeure Event, the affected party shall give reasonable notice to the other party and take reasonable steps to mitigate the effects of such event.

14. Confidentiality and Data Protection

14.1. Confidential Information. Customer Proprietary Network Information ("CPNI") shall only be disclosed in accordance with applicable law and Arrow's policies and procedures. All notices are considered Confidential Information, and shall not be disclosed to any person or entity, except as may be required by applicable law or legal process.

14.2. Protection of Information. Each Party shall protect & safeguard the confidentiality of the other Party's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.

15. Miscellaneous

15.1. Assignment. Customer may not assign its rights or delegate its responsibilities as set forth in this Agreement without Arrow's express written permission. Arrow may, at any time, assign its rights or delegate its obligations hereunder in accordance with the law.

15.2. Governing Law. Customer agrees that the substantive law of the State of Missouri shall apply to the interpretation and enforcement of the terms of this Agreement and any dispute arising thereunder. Customer further agrees to exclusive jurisdiction and venue for a dispute between them shall be the state courts of Greene County, Missouri.

15.3. Notices. All notices to Customer required by this Agreement will be in writing and will be made by one or more of the following methods: regular mail, overnight delivery, certified mail, electronic mail, on Customer's invoice, or by facsimile transmission with receipt verification. Notices will be sent to the address of record, and in the event of multiple addresses, to the address of the parent account.

15.4. Entire Agreement and Amendments. The terms and conditions set forth in this Agreement represent the entire understanding of the parties with respect to the Services provided hereunder, and supersede any prior agreements, promises, offers, communications, representations, statements, negotiations, understandings, or proposals, oral or written between Customer and Arrow, any related entity or any of their respective employees, contractors or agents with respect to any services or products offered by Arrow.

15.5. Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect.

15.6. Survival. Any accrued rights to payment, any remedies 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.