

## TERMS AND CONDITIONS

**a. Term and Cancellation:** The initial term (the "Initial Term") of the Agreement for Service ("Agreement") for Communications Lifecycle Management (CLM), and/or Telecom Expense Management Plus (TEM+), and/or Telecom Expense Management (TEM), and/or Mobility Management Services (MMS), and/or Wireless Expense Management Plus (WEM+), and/or Wireless Expense Management (WEM) between One Source Communications, LLC ("One Source") and the Customer receiving One Source services ("Customer"), to which these Terms and Conditions are attached shall be as set forth on such Agreement. Upon expiration of the Initial Term, the Agreement shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one (1) year terms (each one (1) year term, a "Renewal Term") unless either party notifies the other of its intention to terminate the Agreement at the end of the Initial Term or Renewal Term, as the case may be, which such notice (the "Notice") shall be in writing and provided to the other party at least thirty (30) days prior to expiration of the Initial Term or the Renewal Term. In the event of such Notice, the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as the case may be. The Notice must be in the form of a letter, facsimile or e-mail. Customer shall notify One Source in writing if the Customer authorized contact person(s) identified in the Agreement is changed. One Source reserves the right to reject any Customer termination request received from any person other than an authorized Customer contact person.

**b. Cancellation by Customer Prior to Installation:** If Customer cancels or terminates an order within forty-five (45) days prior to the installation of services, One Source shall include original service provider statements when invoicing Customer and Customer shall pay to One Source the following: (i) all standard installation charges; and (ii) all reasonable and actual costs incurred by One Source in connection with such order, including, without limitation, installation and other reasonable and actual costs incurred with third parties and/or service providers with respect to such cancelled service and labor costs for work performed by One Source employees with respect to such order.

**c. Cancellation by Customer without Cause:** CLM/TEM+/TEM/MMS/WEM+/WEM Services are provided to Customer in exchange for Customer's commitment to obtain the services for the agreed upon term of the Agreement. If Customer terminates all or any part of the services obtained under the Agreement prior to the expiration of the Initial Term or any Renewal Term then in effect for any reason other than Cause (as set forth in the following Section (d)), then, in addition to One Source's other rights and remedies available at law or in equity, Customer shall be liable for all invoices paid for by One Source on behalf of the Customer for services under the Agreement rendered through the effective termination date and transition period until all service provider and/or third party invoices are transferred back to the Customer at the Customer's billing address, Customer shall be liable to One Source for liquidated damages, and not as a penalty, in an amount equal to the sum of all of the following that apply to the service(s) terminated by Customer:

Year 1 of term agreement – 100% of the monthly Managed Service Fee X # of months remaining  
Year 2 of term agreement – 75% of the monthly Managed Service Fee X # of months remaining  
Year 3 of term agreement – 50% of the monthly Managed Service Fee X # of months remaining  
Year 4 of term agreement – 25% of the monthly Managed Service Fee X # of months remaining  
Year 5 of term agreement – 10% of the monthly Managed Service Fee X # of months remaining

One Source shall be entitled to the reasonable cost of collection of the foregoing amounts. In the event any legal action is initiated by one party to enforce its rights under the Agreement or these Terms and Conditions, the non-prevailing party shall be liable for the costs associated with such legal action including, without limitation, court cost and reasonable actual attorney's fees incurred by the prevailing party.

**d. Minimum Billing Requirement:** The Customer must maintain a minimum monthly billing for CLM, and/or TEM+, and/or TEM, and/or MMS+, and/or WEM+, and/or WEM that is equal to 80% of the original contracted rate as outlined in the Customer's executed Agreement for Service. If the Customer falls below the minimum monthly billing requirement, the Customer will be billed a short fall amount that would be equal to 80% of the original CLM/TEM+/TEM/MMS/WEM+/WEM fee structure minus the fee for that invoice period which is calculated based on the number of active locations and/or mobile devices.

**e. Cancellation by Customer with Cause:** In the event One Source fails to substantially cure any default or failure of performance within thirty (30) days after One Source's receipt of Customer's written notice describing with reasonable specificity of such alleged default or failure of performance, Customer may terminate the CLM, and/or TEM+, and/or TEM, and/or MMS+, and/or WEM+, and/or WEM Service(s) for Cause by giving One Source a sixty (60) day written notice of termination. The purpose for the sixty (60) day notice is to allow sufficient time for One Source to work with Customer to transfer the management of services back to Customer and to process the change of addresses on all invoices managed by One Source back to the Customer. Customer will be responsible for payment in full to One Source for all service provider and/or third party invoices paid by One Source during the transition period on Customer's behalf until all service providers and/or third party invoices are transferred back to the Customer at the Customer's billing address. One Source reserves the right to reject any Customer termination request received from any person other than an authorized Customer contact person.

**f. Cancellation by One Source:** Upon the longer of (i) such notice as is required by the governing, regulatory body or (ii) thirty (30) days after Customer's receipt of One Source's written notice, One Source may refuse, terminate, discontinue or limit the use of service (either temporarily or permanently) to Customer or withhold the provision of ordered or contracted service, without liability to Customer, (a) if any balance is past due, (b) if Customer exceeds its pre-established credit limit and does not cure within the applicable notice period after receipt of such notice, which such notice may be by mail, fax or email, (c) when necessitated by conditions beyond One Source's reasonable control, (d) for violation of any of the provisions contained in the Agreement and these Terms and Conditions (e) for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the service; or (f) by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting One Source from furnishing the service. In addition, One Source may immediately and without notice terminate and/or block services without incurring liability to Customer for the following reasons: (i) fraud committed by Customer or a User of Customer's Service; (ii) if Customer refuses to furnish information or furnishes false information essential for billing by One Source or for One Source's determination of Customer's credit worthiness; (iii) Customer indicates that Customer will not reasonably comply with a reasonable request from One Source for security for the payment of services; (iv) or Customer's usage exceeds parameters based on historical usage by Customer. Customer's service may be subject to suspension and/or disconnect if full payment has not been received from Customer within thirty (30) days of the statement date. If service is suspended by One Source and later restored, restoration of

service will be subject to applicable reconnection fees, and Customer agrees to pay such fees if Customer was responsible for such suspension. If service is disconnected by One Source and later re-installed, re-installation of service will be subject to all applicable installation charges, and Customer agrees to pay such charges if Customer was responsible for such re-installation having to be performed. In the event One Source permanently terminates service to Customer under this Section (e), the Agreement and these Terms and Conditions shall terminate. If such termination is a result of (a), (b), (d) or (e) or (i) through (iv) of this Section (e), Customer shall be liable for all liquidated damages set forth in Section (c) of these Terms and Conditions for all of the services terminated under this Section (e).

**g. Cancellation as a result of a change in local service provider:** Customer shall notify One Source if Customer changes its local service provider for any reason, including, without limitation, as a result of a change in physical location.

**h. Final Invoice:** Upon termination, One Source shall forward a final invoice to Customer, and such invoice will include, without limitation, all unpaid charges (including, without limitation, recurring charges) incurred and or paid on behalf of the Customer by One Source, including all applicable liquidated damages up to the effective date services are completely transferred back to the Customer.

**i. One Source Contact Information for Cancellation:** Customer shall use the following addresses for cancellation and/or disconnect requests only:

By email: please email request to: [Service@OSTCM.com](mailto:Service@OSTCM.com); or By US Mail, please mail request to:

One Source Communication  
Attention: Customer Success  
PO Box 1607  
Greenville, N.C. 27835

Such request shall include all of the following that apply: (1) an itemized list of the service(s) that Customer wishes to disconnect; (2) reason that services are being disconnected and (3) exact date that the services requested need to be disconnected.

**j. Service Fee Structure:** One Source Communications reserves the right to implement rate adjustments within a contract term period to our CLM, and/or TEM+, and/or TEM, and/or MMS+, and/or WEM+, and/or WEM fee of up to five percent (5%) of client's total fee with 30 days written notice, based on changes in administrative costs, carrier revenue and/or economic conditions.

**k. Tri-Cycle Billing:** One Source Communications pays Customer's communication service invoices on or just before the service provider's invoice due date. One Source Communications bills the Customer via One Source Invoice up to three (3) times per month for any invoices processed on the Customer's behalf. One Source invoices are dated between the 5<sup>th</sup> - 10<sup>th</sup>, 15<sup>th</sup> - 20<sup>th</sup> and 25<sup>th</sup> - End of Month (EOM) and provided to Customer electronically via email. Payment of Customer's balance is due ten (10) days from the Customer's One Source Invoice date via ACH payment from Customer's designated bank account. One Source will request funds via ACH on the seventh (7th) day following each One Source Invoice date to insure payment is received by the due date. If funds for amount due are not available from Customer's designated bank account, the Customer will incur a 1% finance charge; and, if payment for Customer's balance due to One Source is not received within ten (10) days of the Customer's One Source Invoice date, the Customer will incur a late payment charge of 3% of the unpaid balance. Customer's communication services will be subject to suspension and/or disconnection if Customer's balance due to One Source is not received within thirty (30) days of the One Source Invoice date. In the event that a disruption occurs, Customer will be assessed a reconnection fee equal to the One Source service fee associated with the location(s) and/or device(s).

**l. Monthly Billing:** One Source Communications pays Customer's communication service invoices on or just before the service provider's invoice due date. One Source Communications bills the Customer via One Source Invoice up to one (1) time per month for any invoices processed on the Customer's behalf. One Source invoices are dated between the 5<sup>th</sup> - 10<sup>th</sup>, 15<sup>th</sup> - 20<sup>th</sup> and 25<sup>th</sup> - End of Month (EOM) and provided to Customer electronically via email. One Source reserves the right to charge a recurring 1% Carrying Fee on Customer's balance. Payment of Customer's balance is due fifteen (15) days from the Customer's One Source Invoice date. If payment is not made by the due date, the Customer will incur a 1.5% finance charge; and, if payment for Customer's balance due to One Source is not received within twenty-five (25) days of the Customer's One Source Invoice date, the Customer will incur a late payment charge of 5% of the unpaid balance. Customer's communication services will be subject to suspension and/or disconnection if Customer's balance due to One Source is not received within thirty (30) days of the One Source Invoice date. In the event that a disruption occurs, Customer will be assessed a reconnection fee equal to the One Source service fee associated with the location(s) and/or device(s).

Upon cancellation or termination of the Agreement for any reason, any authority granted to One Source to act as its authorized agent and communications representative shall cease.