

**NetFortris Information Services Supplement**  
**Managed Solutions**

- Scope:** NetFortris shall provide MPLS, Internet, Security, Disaster Recovery, VPN and/or Back Up Services, which is further defined as Information Services. Services provided under this Information Services Supplement are subject to the Master Services Agreement (“Agreement”), as well as all terms, conditions, and rates contained in NetFortris’ Service Publication and Price Guide (“Publication”) where applicable, which may be changed periodically. The terms and conditions of this Supplement, Agreement and Publication supersede any state tariff filed by NetFortris or PUC Regulations covering local voice Telecommunications services. In the event of a conflict between the Terms and Conditions of the Master Services Agreement and this Supplement, this Supplement shall take precedence for specific services covered herein.
- Customer Use of the Services:** All use of the Information Service and NetFortris’ network shall comply with the NetFortris Acceptable Use Policy (“AUP”), which is posted on NetFortris’ web site at www.netfortris.com and which is made a part of this Supplement. NetFortris reserves the right to amend the AUP effective upon posting to the web site or other notice to Customer. Customer agrees to defend, indemnify and hold harmless NetFortris, its affiliates, and contractors from any and all liabilities, costs and expenses, including reasonable attorney’s fees, arising from or related to use of the Information Service by Customer or Customer’s Users. For purposes of this Supplement, “Customer Users” shall refer to customers of Customer or any other third parties who utilize or access the Information Service or the NetFortris network pursuant this Supplement. In addition to “Cause” as defined in the Agreement, Cause shall also include the violation of the AUP or conduct that NetFortris, in its reasonable discretion, believes may subject NetFortris to civil or criminal litigation or liability, charges and/or damages. If NetFortris has suspended the Information Service pursuant to this Section, NetFortris may require a re-initiation fee in order to resume Information Service.
- Rates:** The rates for Information Services are set forth below. Such rates apply to Service subject to availability. Estimated charges for this service amount to:

Loc #	Street Address	Product/Service	Qty	Monthly Charge	One-Time Charge
<b>Totals*</b>				<b>\$ 0.00</b>	<b>\$ 0.00</b>

\*Plus applicable Taxes & Surcharges

\*NRC includes installation of circuit to MPOE plus up to 2 hours of tech time and up to 50 feet of extension.

- Monthly Volume Commitment (“MVC”):** The MVC for this Supplement shall be defined as \$0.00.
- Monthly Charges:** Customer shall be invoiced monthly for (i) the monthly charges (prorated for any partial month) based on the applicable rates, and (ii) the charges for other services received. The first invoice shall be for the first two months (prorated for any partial month) and any applicable one-time (non-recurring charges); each invoice thereafter shall be for the following month.
- Billing Commencement:** Billing commencement will not be delayed if a performance failure is due to failure caused by equipment or systems provided by Customer or Customer’s inability to install such equipment or systems prior to Circuit readiness.
- Month:** As defined in the Agreement, Customer may provide NetFortris notice of non-renewal for the automatic extension of the contract Term. If such notice is properly provided, this Service Supplement shall not automatically

renew for the defined Term as stated herein or in the “Term” section of the Agreement but will continue on a month-to-month basis at the then current monthly price until notice of termination is provided by either Party as further defined in the Agreement.

- 8. **Effective Date:** This Service Supplement shall be binding i) upon signature by Customer and the acceptance of the Supplement is confirmed in writing by NetFortris; or ii) NetFortris initiates the Service installation, whichever is first in time.
- 9. **Term:** The initial Term of this Supplement shall be three (3) years and will renew in accordance with the Master Service Agreement.

**NetFortris Letter Of Agency**

The undersigned company/individual hereby appoints NetFortris as its telecommunications agent; to act in company’s/individual’s name and stead, in obtaining any and all information requested from our local exchange telephone company and our long distance carrier for the purpose of ordering changes to specific telecommunications services provided to the undersigned, including without limitation, removing, adding to, or rearranging such telecommunications service including changing the responsible organization on our/my 800/888 service as reflected on this service agreement or any related service agreements signed by NetFortris which are necessary for the fulfillment of services requested on this application. My Local Exchange Carrier (LEC) is authorized to make pertinent information available to NetFortris as its/my agent for this purpose and to follow Agent’s instructions with reference to any order or change to instate or out of state long distance services which the LEC provides to the undersigned, and hereby releases LEC from any liability for doing so unless said information is negligently or recklessly supplied and harm results to the undersigned. I/We have been made aware that our local exchange carrier may charge a small fee in association with this change to our long-distance carrier which will be reflected on our/my local telephone bill when these changes take place. This LOA shall remain in effect until such time as the undersigned notifies NetFortris in writing 30 days prior to termination.

**CUSTOMER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_