



ADVANCED DIGITAL SERVICES ("SERVICE") AGREEMENT

THIS ADVANCED DIGITAL SERVICES ("Agreement") is entered into between Polar Communications / Wolverton Telephone Company / Polar Cablevision / Polar Telcom (collectively, "Polar") and Customer Name ("Customer") noted below. This Agreement governs the terms and conditions of use and Service provided by Provider to Customer and any devices or equipment, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, or any other IP connection device ("Device" or "Equipment") used in conjunction with the Service. By activating the Service, you acknowledge that you have read, understood, and agree to each and every term of this Agreement, including, but not limited to, the use of the Service; the Service provided; and the use of 911 or E-911 dialing service, billing, taxes, and termination of Service, among others.

Customer / Business Name: _____

Service Address: _____

Contact Name: _____ phone #: _____

1. SPECIAL WARNING FOR 911

a. I understand that 911 emergency calling for Services ordered under this Agreement do not operate in the same manner are offered by traditional telephone companies. To that extent, I have read and reviewed the 911 emergency calling limitations described the in Terms of Service found at <http://thinkpolar.com/> Specifically, I understand and agree that my ability to access 911 will be compromised under certain circumstances including:

- 1) If the physical device that provides my connectivity is moved to a location not associated with the service address initially associated with my service and provided to the 911 dispatch center.
- 2) If, for any reason, my broadband connection fails or is compromised due to network issues, including congestion.
- 3) If there is a loss of electrical power.

b. I understand it is my responsibility to inform users of the Services of any limitations that may exist in the use of 911.

c. I further understand that Polar is not liable for any 911 failures.

Customer initials: _____



2. RELATED CONDITIONS OF SERVICE / OPERATING EXPLANATIONS

a. I have read and agree to the Terms of Service found on <http://polarcomm.com/resources/> including, but not limited to, restrictions on use of service, payment for services, limitations on the use of services, and responsibility for equipment.

I understand that Services provided here may be subject to unauthorized access (aka, "hacking") if they fail to be properly password protected or otherwise shielded from such attacks. I agree that I am solely responsible for any fraud that may occur.

Customer initials: _____

b. I understand that I am fully responsible for equipment provided to me by Polar and will pay Polar for the replacement cost should it be destroyed or stolen. Upon termination of service, any equipment provided to me by Polar must be returned to Polar in working condition, net of normal wear, or additional fees as specified in the Terms of Service found on <http://polarcomm.com/resources/> will apply.

Customer initials: _____

c. I understand that prior to installing equipment (modems, routers, receivers, etc.) a Polar technician will test the electrical outlet with a Standard Receptacle Tester. If the outlet does not pass, Polar shall not complete any installation using that outlet. I further understand, however, that I remain responsible for any power-related damage to Polar or my own equipment and Polar bears no such responsibility for any such damage.

Customer initials: _____

For Customer

For Polar

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Billing Address if different from Service Address:

Date of Signature: _____