

CPNI Access Terms and Conditions

This CPNI Addendum supplements the terms and conditions of any and all Arrangements (as defined herein) pursuant to which SyncGlobal Telecom provides non-residential Telecommunications and/or Interconnected VoIP Services (as defined herein) and governs the procedures for protecting the confidentiality of Customer's CPNI (as defined herein) and for Customer's access to Customer's CPNI. The provisions of this CPNI Addendum supersede any provisions of any Arrangement previously, contemporaneously or hereinafter entered into by and between Customer and SyncGlobal Telecom concerning protection of the confidentiality of Customer's CPNI and Customer's access to Customer's CPNI and shall prevail over the terms and conditions of any and all such Arrangements to the extent of any conflict.

1. Definitions. When used in this Addendum, the following terms shall have the definitions set forth below. Other terms may be defined elsewhere in this Addendum.

1.1. Account Information means information that is specifically connected to Customer's service relationship with SyncGlobal Telecom, including such things as an account number or any component thereof, the telephone number associated with an account, or the amount of an invoice.

1.2. Account Representative(s) means the individual(s) identified on Attachment A hereto as Customer's SyncGlobal Telecom Account Representative(s).

1.3. Address of Record means a postal or electronic address that, except as expressly provided otherwise in this CPNI Addendum, SyncGlobal Telecom has associated with Customer's account for at least thirty (30) days.

1.4. Aggregate Customer Information means collective data that relates to a group or category of services or customers, from which individual customer identities and characteristics have been removed.

1.5. Arrangement means any contract, tariff, agreement, service order or other arrangement pursuant to which SyncGlobal Telecom provides any non-residential Telecommunications or Interconnected VoIP Service to Customer.

1.6. Billing Address means either (a) the Customer Billing Address set forth above or (b) the postal or electronic address to which SyncGlobal Telecom mails invoices for the Service to which specific CPNI relates.

1.7. Call Detail Information means any information that pertains to the transmission of specific telephone calls, including, for outbound calls, the number called, and the time, location, or duration of any call and, for inbound calls, the number from which the call was placed, and the time, location, or duration of any call.

1.8. CPNI Consent Election means Customer's election from time to time, as expressed on SyncGlobal Telecom's CPNI Notice and Consent Form or otherwise, concerning the extent to which SyncGlobal Telecom is permitted to use, disclose or provide access to Customer's CPNI for purposes for which SyncGlobal Telecom is not authorized by law to do so without Customer's consent.

1.9. Customer Proprietary Network Information ("CPNI") means (a) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of Telecommunications or Interconnected VoIP Service(s), if any, that SyncGlobal Telecom provides to Customer and that is made available to SyncGlobal Telecom by virtue of the fact that SyncGlobal Telecom provides such Service(s) to Customer, and (b) information contained in SyncGlobal Telecom's invoices to Customer for such Service(s), except that it does not include information concerning Customer's name, telephone number(s), address(es) and primary advertising classification(s) that SyncGlobal Telecom has published, caused to be published or accepted for publication in any directory format. CPNI includes, but is not limited to, Call Detail Information.

1.10. Customer Representative(s) means the individual(s) identified on Attachment A hereto as Customer's Customer Representative(s).

1.11. Interconnected VoIP Service means a service that (a) enables real-time, two-way voice communications, (b) requires a broadband connection from the user's location, (c) requires Internet protocol-compatible customer premises equipment, and (d) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

1.12. Password means a password for access to Customer's CPNI established in accordance with the provisions of Section 5.2.

1.13. Readily Available Biographical Information means information drawn from an individual's life history and includes such things as the individual's social security number, or the last four digits of that number; mother's maiden name; home address; or date of birth.

1.14. Service(s) mean, individually and collectively, the Telecommunications Services and Interconnected VoIP Services provided to Customer by SyncGlobal Telecom pursuant to any Arrangement.

1.15. Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.16. Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.17. Valid Photo ID means a government-issued means of personal identification with a photograph such as a driver's license, passport or comparable ID that is not expired.

2. Term. The term of this CPNI Addendum shall commence as of the date first written above, and shall expire, unless terminated earlier in accordance herewith, one (1) year after the later of (i) the last day upon which SyncGlobal Telecom provides any Service to Customer, (ii) Customer's receipt of the last invoice (including, without limitation, an invoice showing a credit balance) from SyncGlobal Telecom for any Service, or (iii) the date of Customer's last payment of charges due to SyncGlobal Telecom for any Service.

3. Termination.

3.1. Customer may terminate this CPNI Addendum at any time by communicating its desire to do so by written notice to SyncGlobal Telecom or by oral, electronic or written communication by a Customer Representative to an Account Representative.

3.2. Upon and after any termination of this CPNI Addendum by Customer pursuant to Section 3.1, Customer's access to Customer's CPNI shall be governed solely by the provisions of Section 5 and applicable law. No termination of this CPNI Addendum shall affect (a) SyncGlobal Telecom's obligation to maintain the confidentiality of Customer's CPNI in accordance with applicable law, (b) SyncGlobal Telecom's right to use, disclose or access Customer's CPNI without Customer's consent to the extent permitted by applicable law, or (c) Customer's then-effective CPNI Consent Election, subject to Customer's right to change its CPNI Consent Election at any time.

4. CPNI Contained in Invoices. Notwithstanding any other provision of this CPNI Addendum, SyncGlobal Telecom's invoices to Customer will contain CPNI relevant to such invoices and may contain other CPNI. SyncGlobal Telecom shall transmit invoices to Customer at Customer's Billing Address(es). The CPNI included in SyncGlobal Telecom's invoices to Customer shall be accessible by any person who has physical access to such invoices, and Customer is solely responsible for the physical security of such invoices upon and after delivery to Customer.

5. Default Access Procedures.

5.1. Applicability. Except as provided in other sections of this CPNI Addendum, SyncGlobal Telecom shall provide Customer's CPNI to Customer only in accordance with the provisions of this Section 5. SyncGlobal Telecom and Customer agree that the provisions of this Section 5 are intended as a statement of the requirements concerning SyncGlobal Telecom's provision of Customer's CPNI to Customer that would apply in the absence of this CPNI Addendum and, accordingly, that (a) the provisions of this Section 5 shall automatically be modified, without action of the Parties, by any change in or clarification of applicable law concerning SyncGlobal Telecom's provision of Customer's CPNI to Customer except to the extent that the Customer Representative(s) and Account Representative(s) agree pursuant to Section 6.1 that SyncGlobal Telecom will not provide CPNI by one or more methods otherwise permitted by this Section 5, and (b) the provisions of this Section 5, as so modified (if applicable), shall govern SyncGlobal Telecom's provision of Customer's CPNI to Customer upon and after any termination of this CPNI Addendum. This Section 5, as so modified, also provides the exclusive provisions for SyncGlobal Telecom's provision to Customer of CPNI concerning any Service provided to Customer by SyncGlobal Telecom for residential use.

5.2. Establishment of Password. Customer may establish a Password. In order to establish a Password, any individual representing Customer must establish his or her authority to do so on behalf of Customer by means reasonably satisfactory to SyncGlobal Telecom, which may not be accomplished solely by providing Account Information and/or Readily Available Biographical Information. Any individual seeking to establish or change a Password must (a) present a Valid Photo ID and, if such individual is not a Customer Representative, a written instrument on Customer's letterhead, signed by a Customer Representative or an officer of Customer, designating such individual as authorized to establish a Password for Customer or (b) comply with any back-up customer authentication method for lost or forgotten passwords employed by SyncGlobal Telecom. Notwithstanding the foregoing, the individual who executes this CPNI Addendum on behalf of Customer may establish a Password contemporaneously with the execution of this CPNI Addendum.

5.3. Password Security. Customer is solely responsible for the security of Customer's Password except for any disclosure of such Password by SyncGlobal Telecom or any officer, employee or agent of SyncGlobal Telecom. SyncGlobal Telecom shall not knowingly disclose Customer's Password to any person other than a Customer Representative.

5.4. Telephonic Disclosure of Call Detail Information. Except as otherwise provided herein, SyncGlobal Telecom may only disclose Call Detail Information over the telephone, based upon Customer-initiated telephone contact, to individuals who first provide SyncGlobal Telecom with Customer's Password.

5.5. Call Detail Information Provided by Inquiring Individual. If an individual claiming to represent Customer is able to provide Call Detail Information to SyncGlobal Telecom during a telephone call initiated by such individual, SyncGlobal Telecom may discuss such Call Detail Information with such individual but shall not provide other Call Detail Information to such individual.

5.6. Disclosure without Password. Upon the request of any person claiming to represent Customer, SyncGlobal Telecom shall provide requested Call Detail Information by sending it to Customer's Address of Record or by calling the Customer at the telephone number to which the Call Detail Information relates and providing such Call Detail Information to any individual at such telephone number who claims to be authorized to receive such Call Detail Information.

5.7. Online Disclosure. If SyncGlobal Telecom offers online access to CPNI, such access shall be provided only after presentation of Customer's Password.

5.8. Notification of Password-Related Changes. SyncGlobal Telecom shall notify Customer immediately by voicemail, text message or mail to an Address of Record whenever Customer's Password, response associated with Customer's account to a back-up means of authentication for lost or forgotten passwords or Address of Record for Customer is created or changed but shall not in any such notification reveal the changed information. SyncGlobal Telecom shall not send any such notification to a new Address of Record.

6. Alternative Access Procedures.

6.1. This Section 6 establishes alternative procedures for SyncGlobal Telecom's provision of Customer's CPNI to Customer. Customer has elected to have the provisions of this Section 6 apply (check one and initial in box):

- a. _____ in addition to the provisions of Section 5, or
- b. _____ in lieu of the provisions of Section 5, which shall apply only upon and after any termination of this CPNI Addendum.

If Customer has elected to have the provisions of this Section 6 apply in addition to the provisions of Section 5, the Customer Representative(s) and Account Representative(s) may agree that SyncGlobal Telecom will not provide CPNI by one or more methods otherwise permitted by Section 5.

6.2. Representatives. Except to the extent that the procedures in Section 5 may apply, SyncGlobal Telecom shall provide Customer's CPNI to Customer only through the representatives of the Parties who are designated for communication of Customer's CPNI. Customer shall request access to Customer's CPNI (including, but not limited to Call Detail Records) only through its Customer Representative(s). The Customer Representative(s) shall direct such requests only to Customer's Account Representative(s). SyncGlobal Telecom may designate replacement or additional Account Representative(s) at any time by written notice to Customer. Customer may designate other individual(s) as Customer Representative(s), either in addition to or as replacements for one or more previously designated Customer Representative(s), by providing written notice to SyncGlobal Telecom, but except as otherwise provided in this Section 6 or, to the extent applicable, in Section 5 or as otherwise agreed between the Account Representative(s) and Customer Representative(s) in a face-to-face meeting, no Account Representative shall provide any Customer CPNI to any Customer Representative(s) unless such CPNI is contemporaneously provided to at least one Customer Representative to whom such Account Representative has been introduced face-to-face. The Account Representative(s) and Customer Representative(s) shall communicate with each other on a regular basis and shall mutually agree upon informal measures, based upon developing personal familiarity with each other, for authenticating the identities of Customer Representative(s) when such Customer Representative(s) request access to Customer's CPNI. Such authentication shall not be based upon the provision or exchange of Readily Available Biographical Information or Account Information. Except as provided otherwise in Section 6.3 or 6.4 or, if applicable, Section 5, Account Representative(s) shall not act or otherwise rely upon any notification, consent, request, directive or other communication from a Customer Representative without first authenticating the identity of such Customer Representative by a method agreed upon between such Customer Representative and such Account Representative(s) prior to such notification, consent, request or directive.

6.3. Addresses of Record. Customer's Addresses of Record for the delivery of CPNI to Customer shall consist of the postal and/or electronic address(es), if any, designated on Attachment A. Customer may delete an Address of Record at any time by written notice to SyncGlobal Telecom, signed by a Customer Representative, or by oral or electronic communication between a Customer Representative and an Account Representative. Customer may add an Address of Record only by oral or electronic communication between a Customer Representative and an Account Representative. An Address of Record established pursuant to this Section 6.3 shall become an Address of Record upon establishment without the passage of time, except that SyncGlobal Telecom shall not provide CPNI to an Address of Record as part of the same transaction that establishes such Address of Record. The Account Representative(s) and Customer Representative(s) shall from time to time agree upon whether SyncGlobal Telecom is required to notify Customer of changes to Addresses of Record and, if so, the method of such notification; provided, that in the absence of any such agreement SyncGlobal Telecom shall promptly notify Customer of any addition or deletion of an Address of Record by written notice to Customer's Billing Address. Customer is not required to designate any Addresses of Record and may designate different Addresses of Record for communication of CPNI related to different Services provided to Customer by SyncGlobal Telecom. Customer's Billing Address is not an Address of Record unless it has been designated as such. SyncGlobal Telecom shall provide any Customer CPNI requested by any person claiming to be an identified Customer Representative by sending such CPNI to an applicable Address of Record associated with such CPNI and such Customer Representative unless an Account Representative with actual knowledge of such request for CPNI has reason to believe that the person claiming to be such Customer Representative is not such Customer Representative.

6.4. Telephonic Requests. Except as otherwise provided in this Section 6.4 or, to the extent applicable, in Section 5, Customer shall not telephonically request access to Customer's CPNI. The Account Representative(s) and Customer Representative(s) shall from time to time agree upon procedures for providing Customer's CPNI telephonically, which procedures shall include authentication of the identity of the Customer Representative(s) requesting such CPNI by a method established pursuant to Section 6.2 and may include one or more DID or single line telephone numbers to which SyncGlobal Telecom may provide Customer CPNI to anyone answering calls to such telephone number(s). SyncGlobal Telecom shall not provide Customer's CPNI to any person who calls SyncGlobal Telecom's general customer service or billing inquiry departments except (a) by an Account Representative to a Customer Representative by a method of communication other than the incoming call on which such CPNI is requested, or (b) as provided in Section 5, if applicable.

6.5. Notification Concerning Requests for CPNI. Unless otherwise agreed by the Account Representative(s) and Customer Representative(s), SyncGlobal Telecom shall notify Customer of any request for Customer's CPNI that SyncGlobal Telecom does not honor because of failure by the requesting individual to authenticate his or her identity as a Customer Representative by a method agreed upon between the Account Representative(s) and Customer Representative(s) or, if applicable, in accordance with Section 5. Unless otherwise agreed by the Account Representative(s) and Customer Representative(s), SyncGlobal Telecom shall have no obligation separately to notify Customer of any request for Customer's CPNI that SyncGlobal Telecom honors. The Account Representative(s) and Customer Representative(s) shall agree from time to time concerning the method of any such notifications.

6.6. Notification Concerning Other Use of or Access to CPNI. The Account Representative(s) and Customer Representative(s) shall agree from time to time concerning (a) whether SyncGlobal Telecom is required to notify Customer of the use, disclosure or access to Customer's CPNI by SyncGlobal Telecom either pursuant to Customer's CPNI Consent Election or as otherwise permitted by law without Customer's consent and (b) the method of any such notification.

7. Disclosures Authorized Without Customer's Consent. Notwithstanding any other provision of this CPNI Addendum, SyncGlobal Telecom is authorized to use, disclose or provide access to any CPNI of Customer without Customer's consent or notification to Customer of any kind (a) to provide the Telecommunications or Interconnected VoIP Service from which such information is derived or services necessary to, or used in, the provision of such Service, including the publishing of directories; (b) to initiate, render, bill and collect for Telecommunications and Interconnected VoIP Services provided to any person; (c) to protect the rights or property of SyncGlobal Telecom; (d) to protect users of SyncGlobal Telecom's services and other carriers from fraudulent, abusive or unlawful use of, or subscription to, such services; (e) to provide Aggregate Customer Information to any person for any purpose; (f) to respond to law enforcement, national security or other governmental inquiries to the extent that SyncGlobal Telecom reasonably believes to be required by law; and (g) as otherwise required by law.

8. Notification of CPNI Breaches. SyncGlobal Telecom shall notify the United States Secret Service and the Federal Bureau of Investigation as promptly as practicable, and in no event later than seven (7) business days, after reasonably determining that any person, without authorization or exceeding authorization, has intentionally gained access to, used or disclosed Customer's CPNI (any such event being referred to in this Section 8 as a "CPNI Breach"). Unless authorized to do so by the relevant investigating agency, SyncGlobal Telecom shall not notify Customer of any CPNI Breach or disclose any CPNI Breach to the public until the later of (a) seven (7) full business days after SyncGlobal Telecom notifies the United States Secret Service and the Federal Bureau of Investigation of such CPNI Breach, or (b) in the event that the relevant investigating agency directs SyncGlobal Telecom further to delay disclosure of such CPNI Breach, the date on which such agency's directive expires. SyncGlobal Telecom shall notify Customer of a CPNI Breach as promptly as reasonably practicable thereafter. SyncGlobal Telecom shall not disclose to the public any CPNI Breach unless (a) directed to do so by the relevant investigating agency, (b) authorized by a Customer Representative to do so or (c) otherwise required by law.

9. Disclosure of CPNI during Troubleshooting. Notwithstanding any other provision of this CPNI Addendum, SyncGlobal Telecom's technicians and customer service personnel may disclose CPNI to any person reasonably believed to be a representative of Customer to the extent reasonably necessary in connection with the installation and provisioning of a Service ordered by Customer from SyncGlobal Telecom or the evaluation and correction of any outage or impairment of any Service provided to Customer by SyncGlobal Telecom.

10. Notices. Any written notice required or permitted by this CPNI Addendum shall be provided by first class mail, postage prepaid, or by a nationally recognized express courier service, addressed to Customer at Customer's Billing Address or to SyncGlobal Telecom at:

**1090 Pacific Avenue Suite A
Bremen, GA 30110**