



## SERVICES ADDENDUM\*

This Services Addendum\* (the “**Services Addendum**”) contains additional provisions that apply to specific types of Services offered by Provider. If Customer receives from Provider any one or more of the types of Services described in this Services Addendum, then the pertinent provisions of this Services Addendum shall apply to such Services in addition to the provisions of the Agreement pursuant to which Customer ordered the Services. Capitalized terms used but not defined in this Services Addendum shall have the meanings given them in the applicable Agreement. In the event of conflict or inconsistency between the provisions of this Services Addendum and the provisions of the applicable Agreement, the order of precedence set forth in the Agreement shall apply.

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**\*NOTE:** In some prior versions of Provider’s contract documents governing the Services, the title of this Services Addendum was “Service-Specific Terms and Conditions” also referred to as the “Service-Specific T&Cs.” If Customer’s Agreement references Provider’s “Service-Specific Terms and Conditions” and/or the “Service-Specific T&Cs,” all such references shall be deemed to be to this Services Addendum.

## ARTICLE 1 – INTERNET ACCESS SERVICE PROVISIONS

If Customer receives Internet access Services (“**Internet Access Services**”) from Provider, then, in addition to the provisions of the applicable Agreement, Customer’s use of the Internet Access Services is also subject to the terms and conditions of this Article 1:

1.1 End-User Access. Customer must ensure that any persons who use the Internet Access Services through Customer’s equipment and/or Customer’s internal network comply with the terms of the Agreement, this Services Addendum, and Provider’s AUP.

1.2 Acceptance of Risk. Customer expressly acknowledges and agrees that the Internet is a shared network that is not secure and that is not controlled by Provider. Any content that Customer accesses through the Internet Access Services is provided by independent third-party content providers, over which Provider does not exercise control. Provider does not preview, exercise editorial control over, or endorse any opinions or information accessed through the Internet Access Services. Customer expressly understands and agrees that it is possible data or files Customer or any of its employees, contractors, agents, or other end-users send or receive over the Internet may be monitored by third-parties and/or subject to unauthorized access by third-parties. Third-parties may gain access to Customer’s data, including confidential information. Data or files transmitted over the Internet may contain computer viruses, ransomware or other harmful components. Provider has no responsibility and assumes no liability for any such acts or occurrences. Customer expressly assumes the risks inherent in connecting Customer’s internal network and equipment to the Internet and in accessing and using the Internet through the Internet Access Services.

1.3 IP Addresses. Any IP addresses provided to Customer by Provider in connection with the Internet Access Services are and will remain the property of Provider. Customer will not alter, modify, sell, lease, assign, encumber or otherwise tamper with the IP addresses. Provider reserves the right to change addressing schemes at any time.

1.4 Business Class Internet Service. If Customer receives Business Class Internet (“**BCI**”) Service from Provider, Customer expressly acknowledges and agree that BCI is an “up to” bandwidth Service, with the bandwidth specified in Customer’s Agreement being the maximum possible bandwidth. Customer expressly understands and agrees that the actual bandwidth Customer experiences at any time will vary based on numerous factors, such as the type and configuration of Customer’s internal network equipment, the number of devices simultaneously using the BCI Service, the amount of traffic Provider’s network is then-experiencing, and other similar factors. Additionally, Customer understands and agrees that while BCI Service is a fiber-based Service, Provider’s SLA for lit fiber services does not apply to BCI Service. Instead, BCI Service is a “best efforts” Service for which no SLA remedies are available. While Provider will use commercially reasonable efforts to ensure that BCI Service is available to Customer twenty-four (24) hours per day, seven (7) days per week, it is possible that there will be interruptions (e.g., outages) or periods of degradation (e.g., slow transmission) in the BCI Service. While Provider will use commercially reasonable efforts to correct any such interruptions or degradations in a timely manner, Customer expressly acknowledges and agrees that neither service credits nor chronic outage remedies are available to Customer in connection with problems involving BCI Service. Temporary interruptions in or degradation of the BCI Service do not constitute failures on the part of Provider to fulfill its obligations under the Agreement.

1.5 Business Wi-Fi Service. If Customer receives business Wi-Fi Service (“**Business Wi-Fi Service**”) from Provider in connection with Customer’s Internet Access Service, Customer expressly acknowledges and agrees that Business Wi-Fi Service is intended to be used only by Customer’s own personnel; it is not intended to function as a guest Wi-Fi network for temporary guests of Customer’s premises such as patrons at a restaurant or patients at a medical office. As a part of the Business Wi-Fi Service, Provider will install up to five (5) ceiling or wall-mounted wireless devices within Customer’s premises. Customer is responsible for performing any internal wiring work needed in order for Provider to connect Customer’s internal network to the Wi-Fi devices. The wireless Wi-Fi devices are and shall at all times remain Provider’s Equipment. Due to the nature of Wi-Fi technology, each wireless Wi-Fi device inherently has a limited range. Physical obstacles that may be present in Customer’s environment, such as walls, doors, cubicles and other objects may reduce that range. Accordingly, speeds are not guaranteed, and the actual performance of the Business Wi-Fi Service that Customer experiences may vary in different portions of Customer’s premises, as well as at different times during the day, depending on the number of devices simultaneously using Business Wi-Fi Service, the amount of data being transmitted over Customer’s network, and so forth. Customer expressly understands and agrees that no SLA applies to the Business Wi-Fi Service, even if an SLA does apply to the underlying Internet Access Service Customer receives

from Provider. Provider will perform the initial configuration of Business Wi-Fi Service at the time of installation at Customer's location, after which Customer will be responsible for managing the Business Wi-Fi Service just as Customer is responsible for managing any other aspect of its internal network. If Customer subsequently requires assistance from Provider with network management activities (such as resetting the password for its business Wi-Fi network), Provider may charge Customer for such assistance at Provider's then-standard rates for same.

1.6 DDoS Protection Service. If Customer receives DDoS protection Service ("**DDoS Protection Service**") from Provider in connection with Internet Access Service, Customer expressly agrees and understands that the DDoS Protection Service does not guarantee that the Internet Access Service for which the DDoS Protection Service is activated will never be susceptible to or negatively impacted by any distributed denial of service attack or any other type of hostile hacking activity. Instead, the DDoS Protection Service constitutes only one measure of protection against such activities. Provider shall not be liable for any damages or harm of any type or kind that may be suffered by Customer or any of its end-users due to any DDoS attacks or other hostile hacking activity experienced by the Internet Access Service that the DDoS protection Service does not successfully prevent, alleviate or ameliorate.

1.7 Wireless Internet Backup. If Customer receives wireless internet backup Service ("**WIB Service**") from Provider in connection with Customer's primary, wired Internet Access Service, the provisions of this Section 1.7 apply to the provision and use of the WIB Service.

(a) Intended Function. Customer expressly agrees and acknowledges that WIB Service is not intended to function as Customer's primary means of accessing the Internet. Instead, WIB Service is designed to provide Customer with a temporary, back-up, fail-over method of accessing the Internet using the cellular data network in the event that Customer's primary, wired Internet access connection is temporarily interrupted, disrupted or otherwise fails. WIB Service begins to function when Customer's router detects problems with Customer's primary, wired Internet access connection. Once Customer's primary, wired Internet access connection is again transmitting data properly, WIB Service automatically deactivates.

(b) Cost Structure & Data Caps. Because WIB Service uses cellular network wireless data transmission to function, a monthly base data allotment is included in the base price of the WIB Service. **If Customer purchases a WIB Service plan that allows Customer to exceed its monthly base data allotment, then Customer expressly understands and agrees that if its data usage in any given month exceeds the base data allotment, Customer will incur charges for data use overages at the rate specified in the applicable Service Order. Customer will not receive any alert or other notification if its monthly base data allotment is exceeded and Customer begins to incur data use overage charges.** Additionally, if Customer's WIB Service plan involves a maximum monthly data cap, Customer understands and agrees that once its maximum monthly data cap has been reached, its WIB Service will cease transmitting data and will no longer function until the beginning of the next billing period, at which time Customer's data allotment will automatically re-set.

(c) Performance Is Not Guaranteed. Customer expressly understands and agrees that while WIB Service provides a fail-over, back-up solution to temporary disruption of Customer's primary, wired Internet access connection, Provider does not guarantee WIB Service will function as intended or represent that WIB Service is fail-safe or error-free, and Customer further acknowledges and agrees that WIB Service should not be relied upon in situations where error-free or uninterrupted service is essential. The SLA (if any) that applies to the primary, wired Internet Access Service Customer receives from Provider does not apply to WIB Service. Provider will not be responsible for, and Customer expressly assumes all risk of, any losses or damages arising as a result of the failure of WIB Service to function as expected.

1.8 Custom Wi-Fi. If Customer receives Custom Wi-Fi Service ("**CWF Service**") from Provider, the provisions of this Section 1.8 apply to the CWF Service.

(a) Prerequisite Services. As a prerequisite to receive CWF Service, Customer must receive from Provider, at the same Service Site, Dedicated Internet Access or (if approved by Provider) another type of Internet Access Service that Provider determines to be compatible with CWF Service. Customer acknowledges that without the underlying Internet access Service, CWF Service will not function.

(b) Separate Functionality from Internet Access Service. Customer acknowledges that the underlying Internet Access Service provided by Provider and the CWF Service are complementary but separate from each-other, and that the proper function of the Internet Access Service does not guarantee the proper function of CWF Service.

(c) Performance Is Not Guaranteed; No SLA. Provider does not guarantee CWF Service will function as intended or represent that CWF Service is fail-safe or error-free, and Customer acknowledges that CWF Service should not be relied upon in situations where error-free or uninterrupted service is essential. The SLA (if any) that applies to the primary underlying Internet Access Service Customer receives from Provider with the CWF Service does not apply to CWF Service. Provider will not be responsible for, and Customer expressly assumes all risk of, any losses or damages arising as a result of the failure of CWF Service to function as expected.

(d) Hardware Used to Provide CWF Service. Customer acknowledges that in order to provide CWF Service, Provider must deploy, install, and maintain certain hardware in and on Customer's location(s) where the CWF Service is provided (the "**CWF Hardware**"). Customer agrees to cooperate reasonably with Provider (at Customer's expense) in Provider's deployment, installation, and maintenance of the CWF Hardware, and Customer acknowledges that if it fails to do so, Provider will not be liable to Customer for any related outage, failure, degradation or interruption in or to the CWF Service resulting from problems with the CWF Hardware. Further, Customer acknowledges that upon termination of the CWF Service (regardless of the reason), Provider shall have the right to remove the CWF Hardware from the location(s) where it is installed, and Customer agrees to (i) make the applicable location(s) available to Provider for that purpose, and (ii) cooperate reasonably (at Customer's own expense) with efforts by Provider to remove the CWF Hardware. Unless Provider has expressly agreed with Customer in writing to the contrary, title in and to the CWF Hardware will remain at all times with Provider, and Customer is prohibited from selling, transferring, conveying, removing, or otherwise in any way tampering or interfering with the CWF Hardware, and from attempting or permitting others to do any of the foregoing.

## ARTICLE 2 – BURSTABLE SERVICE PROVISIONS

If Customer receives burstable Internet Access Services or burstable data transport Services ("**Burstable Services**") from Provider, then, in addition to the provisions of the applicable Agreement, Customer's use of the Burstable Services is also subject to the terms and conditions of this Article 2. Burstable Service allows Customer to increase from the selected base bandwidth up to the specified maximum burstable bandwidth on an as-needed basis when usage spikes. Charges for Burstable Service will be calculated by using the industry standard 95<sup>th</sup> percentile. The 95<sup>th</sup> percentile measurement evaluates the regular and sustained use of a network connection and is measured by sampling usage at 5-minute intervals and ignoring the top 5% of usage samples taken over a month. The 95<sup>th</sup> percentile measure of peak bandwidth will then be compared to the base bandwidth and the incremental usage will be billed at the burst rate in arrears on a monthly basis. Charges for Burstable Service will be measured, calculated and accrued on a monthly basis, and billed in arrears on a monthly basis.

## ARTICLE 3 – ADVANCED SECURITY WITH SD-WAN SERVICES PROVISIONS

If Customer receives Advanced Security with SD-WAN Services ("**Advanced Security with SD-WAN Services**") from Provider, then, in addition to the provisions of the applicable Agreement, Customer's use of the Advanced Security with SD-WAN Services is also subject to the terms and conditions of this Article 3:

3.1 Underlying Internet Connection Required. Customer acknowledges and agrees that the Advanced Security with SD-WAN Services are cloud-hosted Services that require an underlying Internet connection in order to function. The underlying Internet connection does not need to be provided by Provider; it may be provided by any Internet access provider. However, the Advanced Security with SD-WAN Services will not function if Customer does not have an active connection to the Internet.

3.2 Use of Customer Information to Configure Service. In order to configure Advanced Security with SD-WAN Services, Provider must upload certain Customer-provided information regarding Customer's network configuration (e.g., Customer's company name, service site address(es), circuit IDs, etc.) to the cloud-hosted portal through which the Advanced Security with SD-WAN Services will be configured and managed. By ordering Advanced Security with SD-WAN Services from Provider, Customer is

authorizing Provider to use information supplied by Customer to establish and configure Customer's account on the cloud-hosted portal.

3.3 Ownership of Equipment. The hardware installed by Provider at Customer's Service Site in connection with Advanced Security with SD-WAN Services is and shall at all times remain the personal property of Provider. Provider shall be responsible for the regular maintenance and repair of all such equipment. Should Customer experience problems with the equipment, Customer must contact Provider, and Provider will use commercially reasonable efforts to repair or replace the malfunctioning equipment as soon as possible after receiving Customer's notification. Provider shall have the right at any time, and from time to time, during the term of the applicable Agreement to substitute different equipment for some or all of the equipment initially installed at Customer's Service Site; provided that the substituted equipment has equivalent or better functionality than the previously installed equipment. Should any equipment require repair or replacement due to Customer's negligent or willful conduct, including the misuse or abuse of same, Customer shall reimburse Provider for the costs of such repair or replacement.

3.4 No Intellectual Property Rights. By using Provider's Advanced Security with SD-WAN Services, Customer will not acquire any rights of, in, or to ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights in or to the Advanced Security with SD-WAN Services products, hardware, firmware, software, or the output from the online cloud-hosted portal, all of which are and shall at all times remain owned by Provider or its vendors and suppliers, as applicable. Provider or its vendors and suppliers, as applicable, will retain exclusive ownership in all deliverables created hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed in connection with the Advanced Security with SD-WAN Services.

3.5 No Cyber Security or Network Consulting Services. Provider does not provide cyber security consulting, network security consulting, network management consulting, or any other similar type of professional services. Customer understands and agrees that Provider has not provided Customer with and will not in the future provide Customer with any recommendations, guidance, or advice regarding Customer's use of Advanced Security with SD-WAN Services to configure, optimize, monitor, and/or protect Customer's network. Instead, Customer is at all times fully and solely responsible for configuring, optimizing, monitoring and protecting Customer's network using the Advanced Security with SD-WAN Services provided by Provider as well as any other lawful means Customer, in its sole discretion and independent judgment, deems necessary or appropriate for that purpose. Should Customer, at any time, ask Provider personnel to modify or alter the configuration of Provider's Advanced Security with SD-WAN Services, Customer acknowledges that Provider personnel will not independently assess the advisability of Customer's requested changes. Instead, Provider's only obligation in such situation is to make the specific modifications or alterations requested by Customer.

3.6 Cyber Security Disclaimer. Use of Provider's Advanced Security with SD-WAN Services does not guarantee that Customer's network will never be susceptible to or negatively impacted by any cyber security threats or hostile hacking activity (e.g., viruses, malware, denial of service attacks, ransomware, cryptojacking, phishing, SQL injection, man in the middle attacks, etc.). Instead, the Advanced Security with SD-WAN Services constitute only one measure of protection available for use by Customer to protect against such activities. PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES OR HARM OF ANY TYPE THAT MAY BE SUFFERED BY CUSTOMER OR ANY OF ITS EMPLOYEES, CONTRACTORS, AGENTS, BUSINESS PARTNERS, CUSTOMERS, OR END-USERS DUE TO ANY CYBER SECURITY BREACHES OR OTHER HOSTILE HACKING ACTIVITY THAT THE ADVANCED SECURITY WITH SD-WAN SERVICES DO NOT SUCCESSFULLY PREVENT, ALLEVIATE OR AMELIORATE.

#### **ARTICLE 4 – PHONE SERVICE PROVISIONS**

If Customer receives Phone Services (including Hosted Voice Services) ("**Phone Services**") from Provider, then, in addition to the provisions of the applicable Agreement, Customer's use of Phone Services is also subject to the terms and conditions of this Article 4:

4.1 VoIP Services. Provider's Phone Services are provided via Internet Protocol voice network (aka "**VoIP**"). VoIP services operate using the standard commercial electrical power provided to Customer's Service Site. Provider does not provide a back-up generator, UPS, or other alternate power source for the Phone Services; accordingly, in the event of a power outage at Customer's Service Site, unless Customer has arranged for back-up power, the VoIP services will be unavailable until electrical service is



restored. Customer acknowledges and agrees that the VoIP services are not represented as fail-safe and are not designed for use in situations where error-free or uninterrupted service is essential. Provider will not be responsible for, and Customer expressly assumes all risk of, any losses or damages arising as a result of the unavailability of the VoIP services, including the inability to reach 911 or other emergency services, and the inability to contact Customer's security system, fire alarm system, or any remote monitoring service.

4.2 Underlying Internet Connection Required; Use of Third-Party ISP. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT VOIP SERVICES REQUIRE AN UNDERLYING INTERNET CONNECTION IN ORDER TO FUNCTION. THE UNDERLYING INTERNET CONNECTION DOES NOT NEED TO BE PROVIDED BY PROVIDER; IT MAY BE PROVIDED BY ANY INTERNET ACCESS PROVIDER. HOWEVER, **IF CUSTOMER RECEIVES ITS UNDERLYING INTERNET CONNECTION FROM A THIRD-PARTY, CUSTOMER UNDERSTANDS AND AGREES THAT PROVIDER WILL HAVE NO VISIBILITY INTO NOR ANY RESPONSIBILITY FOR THE PERFORMANCE OF THAT UNDERLYING INTERNET CONNECTION.** INSTEAD, CUSTOMER MUST LOOK SOLELY TO ITS THIRD-PARTY INTERNET SERVICE PROVIDER WITH RESPECT TO ANY PERFORMANCE ISSUES OR OUTAGES IN INTERNET ACCESS SERVICES. ALTHOUGH PROVIDER'S VOIP SERVICES WILL NOT WORK IF THE UNDERLYING INTERNET ACCESS CONNECTION IS NOT FUNCTIONING CORRECTLY, **IF CUSTOMER ELECTS TO USE A THIRD-PARTY INTERNET ACCESS PROVIDER IN CONNECTION WITH PROVIDER'S VOIP SERVICES, CUSTOMER EXPRESSLY ASSUMES THE RISK OF USING A THIRD-PARTY INTERNET ACCESS PROVIDER AND AGREES THAT CUSTOMER SHALL REMAIN FULLY LIABLE TO PAY PROVIDER FOR PROVIDER'S VOIP SERVICES NOTWITHSTANDING ANY OUTAGES OR OTHER PERFORMANCE ISSUES CUSTOMER MAY EXPERIENCE WITH ITS THIRD-PARTY INTERNET ACCESS SERVICE.**

4.3 Important Notice Regarding E911 Service. Federal Communications Commission rules require providers of VoIP Phone Services to remind customers of these important E911 facts: (a) Provider needs a complete and correct Service Site address in order to deliver accurate location information to E911; (b) If Customer moves its VoIP phone equipment to a different physical address, Customer must notify Provider immediately and update the location information, otherwise E911 will not have Customer's correct location information on file; (c) VoIP services operate using the standard electrical power provided to the Service Site, so unless Customer has arranged for a back-up power supply, the Phone Service will be unavailable during a power outage (however caused); (d) Customer may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if Customer's Phone Service is terminated or suspended.

4.4 Other Providers. Unless otherwise expressly agreed to in writing with Customer, Provider has no obligation or responsibility to Customer to arrange for termination or removal of telecommunications services provided by long distance providers. Instead, Customer is and remains responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers. Customer understands that it may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate and international usage.

4.5 Long Distance Charges. Any long distance rates listed in the applicable Agreement are the rates as of the effective date of that Agreement and may not reflect the actual rates applicable at any given time during the term of the Agreement. All long distance charges are exclusive of applicable taxes, and Provider may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("**Governmental Charges**"), plus amounts necessary for Provider to recover reasonable administrative costs associated with such Governmental Charges.

4.6 International Calling Charges. The rates listed in the applicable Agreement do not include charges for international calls. Provider will pass through to Customer all charges for any international calls made via the Phone Services.

4.7 CPNI. Provider will have access to certain proprietary network information of Customer ("**CPNI**"). Under federal law, Customer has a right, and Provider has a duty, to protect the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Provider's ability to meet Customer's needs. Customer expressly authorizes Provider, its Affiliates, and/or its sales representatives to use CPNI to determine if Customer could benefit from other Services available from Provider and its Affiliates, and market those Services to Customer. Customer may withdraw its authorization for this use of its CPNI by Provider at any time by informing Provider in writing. Any such withdrawal will not affect the quality of the Services provided to Customer.

## ARTICLE 5 – HOSTED VOICE SERVICE PROVISIONS

If Customer receives hosted voice Services (“**Hosted Voice Services**”) from Provider, then, in addition to the provisions of the applicable Agreement and the provisions regarding Phone Service set forth in Article 4 above, Customer’s use of the Hosted Voice Services is also subject to the terms and conditions of this Article 5:

5.1 Leased Hosted Voice Equipment. If Customer is leasing hosted voice equipment (the “**Leased Equipment**”) from Provider, then the Leased Equipment shall at all times be and remain the personal property of Provider. Provider shall be responsible for the regular maintenance and repair of all Leased Equipment. Should Customer experience problems with any of the Leased Equipment, Customer must contact Provider, and Provider will use commercially reasonable efforts to repair or replace the malfunctioning Leased Equipment as soon as reasonably possible after receiving Customer’s notification. For Leased Equipment, Provider shall have the right at any time, and from time to time, during the Service Term to substitute different hosted voice equipment for some or all of the Leased Equipment initially installed at Customer’s Service Site; provided that the substituted Leased Equipment has equivalent or better functionality than the previously installed Leased Equipment. Should any Leased Equipment require repair or replacement due to Customer’s negligent or willful conduct, including the misuse or abuse of same, Customer shall reimburse Provider for the costs of such repair or replacement.

5.2 Purchased Hosted Voice Equipment. If Customer has purchased hosted voice equipment (the “**Purchased Equipment**”) through or from Provider, then upon Customer’s acceptance of the Purchased Equipment, the Purchased Equipment shall be and remain Customer’s personal property. As between Provider and Customer, Customer shall be solely responsible for the repair and maintenance of all Purchased Equipment and any and all obligations and liabilities associated therewith. **CUSTOMER ACKNOWLEDGES THAT THE PURCHASED EQUIPMENT IS NOT MANUFACTURED BY PROVIDER AND THAT PROVIDER DOES NOT SUPPORT AND SHALL HAVE NO MAINTENANCE OR REPAIR OBLIGATIONS OR OTHER LIABILITY REGARDING SAME.** PROVIDER WILL EITHER DELIVER THE MANUFACTURER’S WARRANTY FOR THE PURCHASED EQUIPMENT DIRECTLY TO CUSTOMER OR PASS THE MANUFACTURER’S WARRANTY THROUGH TO CUSTOMER AS-IS, DEPENDING ON THE APPLICABLE MANUFACTURER’S POLICY. PROVIDER HEREBY ASSIGNS TO CUSTOMER ALL OF THE MANUFACTURERS’ WARRANTIES AND INDEMNITIES RELATING TO THE PURCHASED EQUIPMENT TO THE EXTENT PROVIDER IS PERMITTED BY THE MANUFACTURER TO MAKE SUCH ASSIGNMENT. SUCH ASSIGNMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS IMPOSED BY THE MANUFACTURER WITH RESPECT THERETO. CUSTOMER’S REMEDY FOR DEFECTIVE PURCHASED EQUIPMENT SHALL BE AS SET FORTH IN THE APPLICABLE MANUFACTURER’S WARRANTY, WHICH IS CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF AN EQUIPMENT WARRANTY. PROVIDER DOES NOT EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR ANY PURCHASED EQUIPMENT, AND PROVIDER SHALL NOT HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF (OR INABILITY TO USE) THE PURCHASED EQUIPMENT. Any questions concerning or requests for maintenance or repair of the Purchased Equipment should be directed to the manufacturer of the Purchased Equipment at issue. If Purchased Equipment impairs or prevents Customer’s access to or use of the Hosted Voice Services, Customer will remain liable for payment to Provider of the applicable Fees for the Hosted Voice Services, including without limitation the MRC and any other Fees specified in the Agreement. If, at Customer’s request, Provider attempts to resolve difficulties caused by Purchased Equipment, Customer will be responsible for payment of Provider’s then-current commercial rates and terms for such consulting services on a time and materials basis.

5.3 Hosted Voice Software. Certain types of Hosted Voice Services, such as virtual seats, mobile clients, and video conferencing solutions, require the installation of third-party software on Customer’s equipment. Additionally, both Leased Equipment and Purchased Equipment may include a limited license to use certain third-party software and/or firmware provided by the vendor or manufacturer of the Leased Equipment or Purchased Equipment. Any such software or firmware provided to Customer in connection with Hosted Voice Services shall be collectively referred to as the “**Hosted Voice Software**.” Customer expressly understands and agrees that, unless otherwise provided to the contrary in any written license agreement or other documentation from the third-party vendor or manufacturer of the Hosted Voice Software, Customer may only use the Hosted Voice Software for the purposes of using and operating the Leased Equipment or Purchased Equipment and receiving the Hosted Voice Services pursuant to the applicable Agreement. Customer understands and agrees that each of the following is prohibited with respect to the Hosted Voice Software: (a) copying the Hosted Voice Software or associated documentation, either in whole or in part; (b) modifying, reverse compiling, reverse assembling or otherwise reverse engineering the Hosted Voice Software, either in whole or in part, or attempting to do any of the foregoing; (c) sub-licensing, leasing, sub-licensing, selling or otherwise distributing

the Hosted Voice Software, either in whole or in part, and whether or not for profit, to any third parties; and (d) creating derivative works of, from, based on, using or incorporating all or any portion of the Hosted Voice Software.

5.4 Use of Specific Hosted Voice Features. Hosted Voice Services may include certain features that are enabled by “add-in” software or service components. These features are intended to enhance the functionality of the Hosted Voice Services and to provide Customer with additional convenience and collaboration tools. Examples of such features include, but are not limited to, SMS messaging, voicemail transcription, voicemail recording and other similar functions, expressly including any additional “add-in” feature enhancements that Provider may make available or incorporate into the Hosted Voice Services in the future. Provider has established its pricing for the Hosted Voice Services based on assumptions of normal business use of the Hosted Voice Services within the United States of America. Should Customer’s use of the Hosted Voice Services, including any of the “add-in” features such as SMS messaging, significantly exceed normal business use, Provider reserves the right to disable the feature(s) at issue and/or impose additional cost-recovery charges for Customer’s excessive use.

5.5 Installation of Hosted Voice Equipment. As a part of the Hosted Voice Services, Provider will install the hosted voice equipment (whether such equipment is Leased Equipment or Purchased Equipment) at the Service Site specified in the applicable Agreement. If Customer’s Service Site contains existing inside wiring, Provider will use Customer’s existing wiring for the installation; provided, that Provider’s use of any existing wiring shall not constitute any type of representation, warranty or guarantee to Customer that the existing wiring is in good condition and/or free from defects and/or otherwise suitable for such use. If Customer’s Service Site does not contain the necessary inside wiring (as determined by Provider in Provider’s commercially reasonable judgment), Provider will so notify Customer, and Customer may elect to install the necessary wiring itself or to request that Provider install the necessary wiring on behalf of Customer. If Provider installs the wiring at Customer’s request, such work shall be performed on a time and materials basis, with the wiring to become Customer’s personal property upon Customer’s acceptance of the Service. If, during the installation process, Provider discovers or uncovers any hazardous materials or substances at Customer’s Service Site: (a) Provider shall have the option to cease work at the Service Site immediately and terminate Customer’s Agreement for Hosted Voice Services, without any liability for or obligation to remove or remediate the hazardous materials so discovered; and (b) Customer shall indemnify, defend and hold Provider harmless from and against any and all claims, costs, damages and expenses incurred by Provider in connection with or as a result of the pre-existing hazardous materials, including attorneys’ and experts’ fees and costs as well as the costs of any environmental assessment or remediation work that may be performed at the Service Site.

5.6 “Bring-Your-Own-Device” Provisions. For certain models and types of devices, Provider has the ability to attempt to connect devices that Customer already owns (the “**Customer Devices**”) to Provider’s Hosted Voice Services, which eliminates the need for Customer to lease or purchase from Provider some or all of the devices necessary to access and use the Hosted Voice Services. If Customer elects to use its own Customer Devices with Provider’s Hosted Voice Services, Customer expressly agrees to the following provisions: (a) Customer must supply the passwords for the Customer Devices to Provider if Provider so requests, otherwise the devices may not be usable with Provider’s network; (b) the process of connecting the Customer Devices to Provider’s network may involve re-setting the Customer Devices to their factory defaults, which will delete all information previously stored on the Customer Devices, including contact lists, speed dial numbers, as well as the configurations established for connectivity to Customer’s previous hosted voice solution; (c) it is possible that attempting to connect the Customer Devices to Provider’s network could render one or more of the Customer Devices unusable, requiring a firmware re-flash. In such event, Provider will have no responsibility or liability for repairing or replacing the Customer Device(s) at issue. Instead, Customer expressly assumes the risk inherent in attempting to attach the Customer Devices to Provider’s hosted voice network; and (d) Provider will be unable to provide support and troubleshooting for Customer Devices after implementation. Provider will be able to troubleshoot problems with Provider’s network, but if the network is functioning properly and there are technical problems with any of the Customer Devices, Customer must seek equipment support from the manufacturer or original vendor of the relevant Customer Devices or other Customer-supplied equipment.

5.7 “Ascend” Voice Service Provisions. Astound’s Ascend hosted voice Services (the “**Ascend Voice Services**”) are provided in part through and by a third-party provider called Intermedia (“**Intermedia**”). Customer’s use of the Ascend Voice Services is subject to the additional terms and conditions set forth in this Section 5.7. By ordering, receiving and using the Ascend Voice Services, Customer accepts and agrees to these additional terms and conditions.

(a) Ascend Voice Services Product Schedule. This Subsection 5.7(a) constitutes the Ascend Voice Product Schedule (the “**Schedule**”). This Schedule includes the terms and conditions governing direct-dialed Voice over IP (“VoIP”) calling (including as part of Provider’s Unified Communications offering and Cloud PBX product) and certain calling and call management features or advanced features, including additional features or advanced features which may be offered at additional costs, and which Provider, in its sole discretion, may add, modify, or delete from time to time and other services. Capitalized terms not defined in this Schedule shall have the same meaning as set forth in the Agreement. If a capitalized term used in this Schedule has a meaning in this Schedule that is different from the meaning used elsewhere in the Agreement, the definition in this Schedule will control for purposes of this Schedule only. **In the event of a conflict or inconsistency between the terms of the Agreement and the terms of this Schedule, this Schedule shall supersede and govern.**

(i) Definitions. For the purposes of this Schedule, the following definitions apply:

“Access Information” means information that, alone or together with other information, can provide access to any portion of Customer’s Account, including but not limited to Customer’s Account number, login names, passwords, payment card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Customer’s Access Information will include any similar information for each of Customer’s Users.

“Account” means the account created with Provider in connection with this Schedule that relates to Customer’s purchase or subscription to and use of Services by Customer and Customer’s Users.

“Agent” means a party designated by Provider to provide contract, billing and support services to Customer on behalf of Provider. This term includes suppliers engaged by Provider to perform any part of the Services.

“CPE” means Customer premises equipment.

“Data” means all data submitted by Customer’s Users to Provider in connection with the Services, including all content, material, IP and similar addresses, voice calls, fax calls, software, messages and account information and settings.

“Provider Parties” means Provider’s officers, employees, agents and representatives; Provider’s affiliates (including parents and subsidiaries), suppliers, licensors and partners; and their respective officers, employees, agents and representatives.

“Services” means the voice communications services sold by Provider, such as direct-dialed Voice over IP (“VoIP”) calling/Cloud PBX service, fax, conference bridge and certain other calling and call management features or advanced features. The “Services” also include the voice communications services (e.g., VoIP calling, Cloud PBX, etc.) and the chat (i.e., instant messaging) functionality delivered as part of Provider’s Unified Communications offering. However, for purposes of clarification, for purposes of this Schedule, the term “Services” does *not* include (a) Provider’s SIP Trunking service, or (b) Provider’s Online Meeting video conferencing or ShareSync backup and file sharing services that are delivered as part of Provider’s Unified Communications offering.

“Third-Party Service” means any service or product received by Customer from a party that is not Provider.

“User” means any of Customer’s employees, consultants, independent contractors, or other representatives in any capacity to whom Customer grants permission to access the Services in accordance with Provider’s entitlement procedures. If Customer is purchasing Services under a *user-based* licensing model, Users may not be “shared” or used by more than one named individual (other than the administrative account that may be used by an appropriate number of individuals required to administer the use of Services within Customer’s organization). If Customer is purchasing Services under a *subscription-based* licensing model, subscription licenses may not be “shared” or used by more than one named individual at any given time. However, a single subscription user license may be reassigned from one User to a different User, by removing the subscription license from the first User and assigning it to another registered User.

(ii) AI Features. Some options available with the Services incorporate or otherwise use artificial intelligence (“AI”) features and/or technology. AI-based technology is subject to a number of risks that users should fully understand and consider before activating or using any AI-based features or services. Provider has made available an Artificial Intelligence Policy and Notifications document (the “AI Policy”, available at [www.serverdata.net/legal](http://www.serverdata.net/legal)), which describes many of those risks. The terms of the AI Policy, as it may be amended and updated from time to time, are hereby incorporated by reference into, and made a part of, this Schedule (including, without limitation, Section 3 of the AI Policy, which identifies specific AI-based services and features that may be incorporated or otherwise used by the Services described in this Schedule).

(iii) Service and Account.

(A) Services. The Services include certain calling and call management features or advanced features, which may be offered at additional costs, and which Provider may, in its sole discretion, add, modify, or delete from time to time. All real-time voice communications services and facsimile services must originate in the country of the applicable user’s registered Service address (as approved by, and reflected in, Provider’s records) (the “Registered Service Location”). Provider may block all call traffic that does not originate from an IP Address within the applicable Registered Service Location, as determined by Provider in its sole discretion. In addition, any call placed through the Services will be classified and charged (for example, as local, international or other type of call) based on the applicable Registered Service Location (and not the actual location from which the applicable call is placed). Failure by Provider to block such services that originate outside of the applicable Registered Service Location does not constitute approval by Provider (or any of its Affiliates) for Customer to use the Services from such points of origin. The Services do not support operator-assisted calls, including but not limited to any and all types of collect calls. In addition, the Services do not support (a) premium rate entertainment phone numbers of any type (such as 900 numbers in North America) or (b) 10-10 dialing. Customer acknowledges that any failure of attempted calls to premium rate entertainment numbers (such as 900 numbers), operator-assisted calls, or 10-10 calls does not constitute failure on the part of Provider to fulfill its obligations under the Agreement and is not grounds for any other form of liability on the part of Provider or any Provider Party or Affiliate of Provider, or for termination of the Services by Customer for Provider Default.

(B) Limitations on CPE. The Services do not support point-of-sale devices (i.e., credit card machines) or alarm systems. In addition, please refer to Subsection 5.7(a)(iii)(J) and Subsection 5.7(a)(iii)(K) of this Schedule for limitations regarding certain fax devices and compatibility with the traditional telephony network.

(C) Service and CPE Change Orders. Customer is responsible for all charges associated with change requests including new CPE and new Services in addition to those specified on the original Service Order for the Services. Such change requests may be submitted via email to Provider’s Account Manager assigned to Customer and are deemed to be Customer’s responsibility.

(D) Import of Customer’s Phone Numbers. Customer is solely responsible for importing into Customer’s Provider account any Customer phone numbers that Customer desires to use in connection with the Services, and Customer is responsible for assigning such numbers as part of the configuration and use of the Services. It is solely Customer’s responsibility to ensure that Customer’s phone numbers are properly imported and assigned in Customer’s Provider account, and Customer acknowledges and agrees that neither Provider nor any of the Provider Parties will be liable for any losses or damages of any kind that may be incurred as a result of (i) Customer’s failure to properly import or assign such phone numbers in Customer’s Provider account or (ii) Customer’s failure to successfully export phone numbers after the termination of the Services by either party for any reason.

(E) Number Portability. Availability and use of local and toll-free number portability, for porting an existing telephone number to Provider, is subject to Provider’s policies, as modified from time to time. If number portability is available from Provider and Customer opts to transfer Customer’s existing number, Customer authorizes Provider to (a) process Customer’s order for porting the Service, (b) notify Customer’s current service provider of Customer’s decision to switch Customer’s services to Provider, and (c) transfer Customer’s telephone number, and Customer represents to Provider that it is authorized to take these actions. Customer may be required to complete a letter of authorization, provide Provider with a copy of Customer’s most recent bill from Customer’s service provider, as well as provide Provider with any other information required by Customer’s service provider to port Customer’s number. Failure to provide any information requested by Provider or the third-

party service provider will delay the porting of the number to Provider. Provider shall not be responsible or have any liability whatsoever to Customer for any delay or failure in the porting of Customer's number or for any outages with Customer's service provider prior to the successful completion of Customer's number port to Provider. Expedites are not available. Provider has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.

(F) Changes to Local Number Port Orders. If a Firm Order Commit (FOC) date for a local port order is canceled or changed by Customer or Customer's Agent/representative (a) more than three (3) business days before the agreed-to date, or (b) within three (3) business days prior to the agreed-to date, then in either case, Provider may invoice Customer for an appropriate Fee (which is subject to change from time to time) per telephone number. If Customer requires a reversion to prior service on the day of the port or within twenty-four (24) hours of the port occurring on the FOC date, Provider may invoice Customer for an additional Fee (which is subject to change from time to time) per telephone number. Customer acknowledges that Provider cannot guarantee that immediate service reversion for local numbers is even possible or available. Fees invoiced to Customer as set out above in this Section are non-refundable.

(G) Changes to Toll-Free Port Orders. Changes to toll-free port orders are not supported once submitted. Cancellations of toll-free porting orders are exclusively the responsibility of Customer or Customer's Agent/representative to arrange with the current service provider.

(H) Relationship with Intermedia. Customer acknowledges and agrees that Customer has no direct relationship with Intermedia. Instead, Customer's direct relationship is with Provider. However, Customer acknowledges and agrees that (a) in some circumstances, Intermedia may provide escalated support services to Customer in connection with the Services, (b) actions by Intermedia shall be deemed to be the actions of Provider with respect to those aspects of the relationship under this Schedule, and (c) Customer consents to the disclosure of Data to Intermedia for the purposes of providing and supporting the Services and the collection of Data by Intermedia for the purposes of providing and supporting the Services. For the avoidance of doubt, if Customer fails to respond to Intermedia when Intermedia is acting on behalf of Provider under this Schedule and for purposes of Provider's provision of the Services, Customer shall be deemed to be in breach of this Schedule and in Default of the Agreement.

(I) Local Numbers. For the Services, Customer represents and warrants that all traffic delivered to Customer under this Schedule that has originated in the same local calling area in which Customer's local number (i.e., NPA-NXX) is assigned, and/or in which such traffic is terminated to Customer, is local traffic and is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over such traffic. Customer understands and acknowledges that Provider will rely upon this representation to assign local telephone numbers to Customer and/or route Customer's traffic for termination as local calling.

(J) Incompatibility with Traditional Telephony Network. In the event that Customer's business requires the use of equipment designed to transmit or receive data over traditional telephony networks (collectively, "Transaction Processing Hardware"), Customer acknowledges and understands that not all Transaction Processing Hardware or related application providers, such as banks or credit card processing companies, supports the use of VoIP services. Although adequate service may be achieved in many cases, Provider does not recommend or support Customer's use of Transaction Processing Hardware with the Services, and if Customer opts to use Transaction Processing Hardware with the Services, (a) Customer does so at Customer's sole risk, and (b) Provider will have no liability whatsoever to Customer for or in relation to such use by Customer.

(K) Incompatibility with Certain Facsimile Devices. Fax adapters acquired from or through Provider provide a port for connection to facsimile devices ("Fax Devices"). However, Customer acknowledges and understands that in some cases, a Fax Device's configuration may need to be modified by Customer to optimize its performance with VoIP. Customer further acknowledges and understands that some Fax Devices and some broadband data connections provided by some Internet Service Providers ("ISPs") may not be capable of delivering satisfactory fax operation with VoIP. Some older Fax Devices are incompatible due to delay sensitivity, and therefore Provider recommends the use of Fax Devices that are no older than two (2) years. Some ISP services deliver inadequate quality of service to allow for reliable fax transmission. Provider recommends that Customer always check with Customer's Fax Device manufacturer and ISP to determine their level of support for fax over VoIP. If

Customer opts to use Fax Devices other than in accordance with the recommendations provide in this Section, (a) Customer does so at Customer's sole risk, and (b) Provider will have no liability whatsoever to Customer for or in relation to such use by Customer.

(L) Customer's Network Security Obligations. Customer is responsible for implementing security practices that conform with industry standards and best practices applicable to Customer's business and industry sector (additionally enhanced to support SIP-based VoIP applications and services). Customer is responsible for all fraudulent use of Customer's Services, regardless of how such use occurs. (See Subsection 5.7(a)(vi)(D)(3) of this Schedule.) **CUSTOMER HEREBY AGREES TO INDEMNIFY THE PROVIDER PARTIES AGAINST ANY RESPONSIBILITY OR LIABILITY ALLEGED BY ANY THIRD PARTY IN ANY FORM FOR ANY AND ALL DAMAGES (INDIRECT, CONSEQUENTIAL OR OTHERWISE) THAT ARISE FROM CUSTOMER'S FAILURE TO PROPERLY PROTECT ANY NETWORK.**

(M) On-Site Requirements. Customer is responsible for all aspects of Customer's working environment and for access connectivity (Internet connectivity and local area network) with respect to any quality of service issues to which these factors may contribute. Should Customer encounter material quality of service issues with the Services which are not caused by these factors but rather are attributable to network or software provided by Provider, then Customer will so notify its Provider Account Manager, and Provider will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to Provider. Should Provider determine that a quality of service issue reported by Customer is the result of Customer-provided access connectivity or of Customer's working environment, then Provider will use commercially reasonable efforts to provide information to Customer to support that determination. In such event, Customer will remain responsible (at its sole cost) for rectification of any issues with its access connectivity and/or working environment repair. Outages and/or disruptions in Customer's use of the Services caused by Customer-provided access connectivity or of Customer's working environment do not constitute failure on the part of Provider to fulfill its obligations under the Agreement and are not grounds for any other form of liability on the part of Provider or any Provider Party or Affiliate of Provider, or for termination of the Services by Customer for Provider Default.

(N) Directory Listing. Customer may request a directory Listing for any Local Numbers used in connection with the Services, provided that Provider has the capability to provide directory listing services. Provider utilizes a Third-Party Service for directory listing; therefore, there is no guarantee that Provider will be able to list a specific number with the third-party provider, and there is no guarantee as to the timeframe in which directory listing (if available) can be completed. Provider does *not* support an option whereby the address is not published as part of the directory listing, as allowed by relevant law. Further, where Customer chooses to not purchase or to discontinue Provider's directory listing service (where available), Provider provides no assurance that any existing information in the various directory listing databases will be removed or revised. If a directory listing is completed successfully, (a) Customer will be provided with a listing for each number in the electronic database and White Pages book managed by the Local Exchange Carrier ("LEC") or a third party working with such LEC in whose area the local numbers originate; (b) via the above, most directory assistance providers will be able to look up the number when they receive an inquiry; and (c) Yellow Page and other electronic database providers then may contract with the LEC to purchase and list the number in their books, databases, etc., in each case strictly as an independent action from the directory listing services provided by Provider. Provider will not be responsible for any misprints, errors or omissions in a directory listing but will provide reasonable, good faith assistance to correct any errors in the databases of Provider's partner carriers and their LEC providers that are identified by Customer. **CUSTOMER HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD THE PROVIDER PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR OR DEMANDS IN ANY FORM FOR EXPENSES (INCLUDING ATTORNEYS' FEES) AND/OR FOR ANY AND ALL DAMAGES OF ANY KIND (INDIRECT, CONSEQUENTIAL OR OTHERWISE) ARISING FROM A MISPRINT OF CUSTOMER'S DIRECTORY INFORMATION.**

(iv) Term and Termination. The term and termination provisions of the Agreement govern the provision of the Ascend Voice Services, except as specifically superseded or supplemented by the terms of this Subsection 5.7(a)(iv).

(A) Porting Does Not Constitute Termination of Service. Customer will continue to be liable to Provider for the Services until Customer terminates the relevant Services (or the applicable portion thereof) in the manner permitted by the Agreement, even if Customer ports a telephone number from its Account.

(B) Following Termination. Customer acknowledges that in the event of any Service termination or cancellation pursuant to the applicable terms of the Agreement (whether by Provider or by Customer), all telephone numbers associated with Customer's Account for the Services may be immediately released and thereafter may not be available to Customer for porting to a new carrier or upon Service reactivation with Provider.

(v) Fees; Fair Use.

(A) Fees. The Fees for the Services are as set forth in the applicable Service Order(s) executed by Provider and Customer. Provider reserves the right to charge a reactivation fee to renew Services for Accounts that have been suspended by Provider for non-payment or terminated by Customer.

(B) Fair Use.

(1) Provider may offer calling plans that are described as including unlimited minutes of use. Provider may also offer messaging plans that are described as including unlimited messages. Provider reserves the right to review usage of any "unlimited" plans to ensure Fair Use and reserves the right, at any time, to take the actions noted in Subsection 5.7(a)(v)(B)(4) below without notice to Customer. "Fair Use" means that (i) with respect to calling plans, the combined number of outbound minutes plus local inbound minutes or (ii) with respect to messaging plans, the combined number of outbound messages plus inbound messages, in either case does not substantially exceed, in Provider's reasonable judgment, the average use of all other Provider customers as measured on a per user basis. Usage and associated charges for excess usage will be determined based solely upon Provider's collected usage information. Fair Use also prohibits any activities that result in excessive usage, including but not limited to, auto-dialing, continuous or extensive call forwarding, telemarketing, message blasting, fax broadcasting, fax blasting or transmitting broadcasts or recorded messages, or any activity that disrupts the activities of Provider and/or other Provider customers (of the Services or otherwise).

(2) Fair Use assumes that, for any service packages or bundles that include outbound calling to Alaska and/or Hawaii, outbound long-distance traffic to those destinations cannot, in aggregate, exceed one percent (1%) of the total outbound long-distance traffic in any calendar month; otherwise, all outbound long-distance traffic to Alaska and Hawaii in such month may be subject to a price premium (at the applicable then-prevailing rate), at Provider's sole discretion.

(3) Certain voice functions, such as (i) inbound and outbound WebFax service and (ii) forwarding calls out of the Auto Attendant or a local number, do not qualify for unlimited local or long-distance usage. A list of such voice functions, together with the applicable maximum minutes of usage per month and the costs for excess usage, is available from the Provider Account Manager assigned to Customer.

(4) If Customer's usage exceeds the limits for Customer's Account or otherwise exceeds Fair Use, Customer agrees that Provider may immediately, in its sole discretion, (i) charge Customer for such excess usage, (ii) after giving Customer written (email) notice, upgrade Customer to a higher plan or increase the limits on Customer's Account to address the excess usage (and increase the Fees for the Services to reflect the upgrade), and/or (iii) after giving Customer notice and opportunity to cure as required by the applicable terms of the Agreement, suspend or terminate Customer's Account.

(C) Taxes. In addition to its obligation to pay applicable taxes as set forth in the relevant provisions of the Agreement, Customer shall also pay all taxes, fees, and assessments of any nature associated with any products or services sold through the use of or with the aid of the Services.

(D) Subscription-Based Versus User-Based Licensing Models.

(1) Subscription-Based Licensing. For Services purchased under a subscription-based licensing model, Customer may purchase subscriptions (i.e., licenses) to use such Services without assigning an individual User to the subscription license at the time of initial purchase. When placing an order for a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, any hardware rebates applicable to those User licenses will be immediately available on Customer's account, even prior to assigning the licenses to specific Users. After ordering a new Service

subscription, or after increasing the desired quantity of User licenses in an existing subscription, billing for those licenses will begin after a seven-day grace period, even if the licenses have not yet been assigned to specific Users. When Customer's Account administrator removes a User from Customer's Account, the phone number and User license assigned to that User becomes available for future use; *however, until or unless Customer terminates the licenses, Customer will continue to be billed for the licenses, even after the removal of the User from Customer's Account.* To the extent applicable, a hardware rebate penalty will not automatically be charged back to Customer's Account when a User is removed from the Account; rather, if applicable, the rebate penalty will only be triggered when Customer reduce the number of Service subscription licenses in Customer's Account below the number of the phone hardware rebates that have been used within that customer Account within the previous 12 months. Taxes are based on the locality of the User to which the license is assigned; provided that, for global customers headquartered in the United States or Canada, Customer is fully and solely responsible for calculating and remitting all taxes applicable to the purchase and use of any license for the Services that is assigned to a User whose registered Service location is not in the United States or Canada. Licenses that are not assigned to a User will be assessed taxes based on the primary address for the applicable Customer Account, as set forth in Provider's records.

(2) User-Based Licensing. For Services purchased under a User-based licensing model, licenses for the Services are purchased for and assigned to a specific User at the time of initial purchase. Applicable taxes are based on the locality of the User to which the license is assigned.

(vi) Use of the Services.

(A) Business Use; Call Centers.

(1) Business Use. The Services are provided for Customer use with Customer's business (non-personal) operations. Customer will not (1) allow any third party, including Customer's vendors and service providers, to access or use the Services, or (2) re-sell or attempt to re-sell the Services. For the avoidance of doubt, (i) Customer agrees that it will not use the Services for residential purposes, and (ii) Provider agrees that Customer's use of the Services to provide and support Customer's own services is not prohibited so long as such use does not take the form of re-sale of the Services or otherwise violate this section.

(2) Call Centers.

(a) The Service can be used for call center operations purposes where calls are primarily of an inbound nature and the Services are used in conjunction with Provider solutions where appropriate Contact Center licenses are purchased for this purpose.

(b) Customer may not use the Services for any call center solutions in which Provider's Service lines are being used for a high rate of outbound calls and/or calls which are primarily of a short duration – characteristics typically seen when using outbound dialer applications. The Services are designed (and may only be used for) normal business usage, specifically where the average call duration is greater than or equal to one (1) minute. If Customer's average call duration is less than one (1) minute during any month, a surcharge will be applied to all usage during that month.

(B) Restricted Activities. Customer must not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other persons, including telephone numbers or email addresses, without their consent; (b) to harass or to interfere with another user's use and enjoyment of the Services; (c) to send bulk outbound SMS messages through the Services without properly registering with The Campaign Registry; (d) to unlawfully record conversations in violation of applicable law; (e) to make calls that are not between individuals (e.g., automated calls are not permitted); or (f) in a manner Provider reasonably considers to be inappropriate or unlawful. Customer must not use or access the Services to monitor their performance, availability, or functionality, or for any benchmarking or competitive purposes.

(C) No Resale. The Services are provided solely for Customer's use and for use by not third parties other than Customer's Users. Customer is prohibited from intermingling traffic.

(D) Applicable Law; Regulatory Matters.

(1) Applicable Law. Use of the Services is only authorized in the United States. Customer acknowledges and agrees that access to and use of the Services may be restricted or limited as a result of applicable laws, and that Customer will not use or allow the use of the Services, in contravention of, and will comply with, any applicable law. Customer represents and warrants that (i) Customer and its Users are not named on any governmental authority's list of persons or entities prohibited from receiving exports, and (ii) Customer will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction. Customer acknowledges and agrees that that it is Customer's sole responsibility to use the Service in a lawful manner, and that Customer is solely responsible for the consequences of any use of the Services in violation of applicable law.

(2) Regulatory Matters. **Notwithstanding any other provision of this Schedule or the Agreement, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Provider pursuant to any Applicable Law, including any order, rule or decision of a Governmental Authority.** To the extent Customer is obligated to report and pay any applicable taxes or regulatory fees to a governmental authority, Customer hereby indemnifies Provider against any and all claims arising out of Customer's failure to do so.

(3) Fraud. It is the parties' express intention that Customer, and not Provider, will bear all risk of loss arising from any unauthorized or fraudulent usage of Services provided to Customer. Provider reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse or similar use thereof of which Provider becomes aware or has a reasonable basis to suspect, provided, however, that any such action will be consistent with applicable federal, provincial, state and local laws, rules, and regulations, and provided further that the failure to take any such action will not limit Customer's responsibility or liability for any fraudulent or other unlawful or otherwise prohibited usage of the Services.

(E) Call Recording Features. **Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the Agreement, Customer agrees and acknowledges that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations vary between federal and state jurisdictions, and between state jurisdictions, and locally.** Customer agrees that when using call recording features, it is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction. If Customer uses call recording features from outside the United States, or if a party to the call is located outside the United States, Customer must also abide by all international laws, rules and regulations to call recording. Customer should carefully review Customer's particular circumstances when deciding whether to use the recording features of the Service, and it is solely Customer's responsibility to determine whether, and if so under what conditions, the electronic recordings are legal under applicable federal, state or local laws. Provider and Provider Parties are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by Customer or any User, whether legal or illegal. The call recording feature is intended for single person use only. Provider reserves the right to disconnect or modify Customer's service plan if Provider determines, in its sole and absolute discretion, that Customer's usage of this feature is inconsistent with, or in excess of, normal usage patterns of other users of the Services. Provider and Provider Parties expressly disclaim all liability with respect to Customer's recording of conversations, and Customer hereby releases and agrees to hold harmless Provider and Provider Parties from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the Services. In some states, Customer are required to obtain consent from all parties to record a phone call. As a result, Customer may need to inform Customer's employees and other Users and third parties whom Customer calls through the Services or who call Customer using the Services that their calls are being recorded. Customer is responsible for obtaining (and where required by applicable law, retaining) records of any and all legally required consents when Customer makes or receives a call with call recording enabled. Customer expressly acknowledges that (i) nothing in this Section is provided or should be construed by Customer in any way to be legal advice, and (ii) Provider recommends consultation with Customer's own legal counsel before recording any call.

(F) Caller Identification Services ("CNAM"). Outbound CNAM is available upon request, although Provider reserves the right to provide a default name which will typically be either the name of Customer's enterprise account, or the billing contact for the Services, as provisioned in Provider's systems as of date that the CNAM order is entered. Provider may

modify the name submitted to meet regulatory and/or third-party vendor requirements. Upon request, Provider may modify the CNAM in a manner consistent with relevant law. Additional Fees may apply. If Customer prefers for its number not to be displayed, Customer must request initiation of the privacy indicator on Customer's Account. Provider is not responsible for CNAM not operating properly, as Provider (in common with all providers of services similar to the Services) relies on third-party databases and provisioning by the carrier or other third-party provider that terminates the call to the called party. Customer acknowledges and agrees that Provider has no control over, and no liability of any kind for or in relation to the acts or omissions of, such third parties.

(G) "Hold" Music. Customers warrants and represents to Provider that, to the best of Customer's knowledge, any and all Hold Music provided by Customer to Provider for the purpose of uploading to the Service is (a) not in violation of any third party's patent, trademark, copyright, service mark rights, or other intellectual property rights of any kind; (b) is not libelous, obscene or otherwise contrary to the law; (c) does not violate any third party's right of privacy or publicity; and that no claims by third parties alleging violation or breach by Customer of sub-sections (a) – (c) (or the possibility of any such claims) have been brought to Customer's attention. Accordingly, in the event of any claim made or action filed by any person for misrepresentation, content, patent, trademark, service mark, or other copyright or other intellectual property right infringement arising out of the Hold Music provided by Customer to Provider and used with the Services at Customer's request, Customer shall defend and hold harmless Provider and all Provider Parties for all liabilities and damages in any form and of any type alleged by the claimant and/or suffered by Provider as a result of said claim or action.

(H) Chat Functionality. The chat functionality of the Services (the "Chat Feature") is subject to the following restrictions and limitations:

(1) Web Links Not Scanned. The Chat Feature allows users to share URLs or other forms of web links with one-another via chat. However, Provider does not scan any URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes (including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms; collectively "Harmful Content"). Provider and Provider Parties expressly disclaim any and all liability, and Customer accepts and acknowledges its responsibility for, any and all liability with respect to any Harmful Content contained in any URL or web link shared between Customer's Users via the Chat Feature. Customer hereby releases and agrees to hold harmless Provider and Provider Parties from and against any and all damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared between Customer's Users via the Chat Feature.

(2) User Content. Provider does not screen or filter the content of messages, links or attachments sent via the Chat Feature (whether for offensive or illegal content, viruses or otherwise), and Provider does not modify any User content sent using the Chat Feature. As with all other aspects of the Services, Customer assumes full responsibility and liability for the legal and compliant use of the Chat Feature by Customer's Users and/or any third parties. Provider and Provider Parties expressly disclaim all liability with respect to any content, links or attachments included by Customer and/or Customer's Users in a Chat Feature message. Message history (for messages sent via the Chat Feature) is retained by Provider and is available, if required, for production in connection with legal proceedings in which Customer may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands; however, the Chat Feature does not currently support account administrators' ability to export message history without Provider support.

(3) Service Limitations and Disclaimers. Provider and Provider's affiliates expressly disclaim all liability with respect to any delays in the delivery of messages using the Chat Feature, messages that are not successfully delivered, messages that are deleted or lost, or User errors in the use of the Chat Feature (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, unclear or misleading communications due to the chronological/sequential presentation of chat messages, and/or failure to comply with applicable laws). The Chat Feature does not support the ability to recall a message once it has been sent. While the Chat Feature allows a sender to edit messages that have been sent to other internal Users within Customer's organization, a sender does not have the ability to edit SMS or other messages once they have been sent to users outside of Customer's organization.

(4) SMS/Text Messaging.

(a) SMS/Text Functionality. Provider's business texting feature allows users to send and receive SMS (text) messages through the desktop and mobile application to and from U.S., Puerto Rican and Canadian numbers. Provider Users that have enabled SMS in their license may send and receive SMS messages using their primary business phone number. Additionally, if enabled for Customer's account and Customer's Users, Customer may use this functionality to send and receive SMS messages using the main number provided by Provider with the Services (including Auto Attendants and Hunt Group numbers).

(b) Registration Requirements for Bulk Outbound Messaging. **Bulk outbound messaging sent by Customer using the Services must be registered with The Campaign Registry.** Provider's SMS service has been designed and provisioned for person-to-person messaging (that is, sending/receiving one message at a time, with two-way (back and forth) communication between two human users). If Customer plan on using SMS for *broad-based outbound campaigns* (such as bulk sales/marketing communications, collections efforts, billing/delivery notifications or alerts, appointment notices and reminders, etc.), Customer is required to either:

- (I) Contact Provider's Support team to register as a campaign service provider with The Campaign Registry and send Customer's bulk outbound messages as part of registered campaigns. **[NOTE: Customer should not register itself with The Campaign Registry; instead Customer must register with the support of Provider to ensure proper provisioning];** or
- (II) Use Provider's Contact Center solution (which is separate from the Services detailed in this Schedule) to send bulk outbound SMS messages, as that service has been specifically designed to support bulk outbound messaging.

(c) Consequences for Failing to Register Bulk Outbound Messaging. **Sending bulk outbound SMS messages through Provider's Unified Communications Service without properly registering with The Campaign Registry constitutes a material breach of Provider's Acceptable Use Policy, Fair Use Policy, and the Agreement. Such usage will lead to immediate suspension of Customer's organization's messaging service until Customer register with The Campaign Registry.** In addition, (a) all of Customer's SMS messages may be blocked by mobile operators (traffic may be categorized as SPAM); (b) Customer may be required to pay financial or other penalties and/or increased per message rates due to such misuse of the service; and/or (c) Provider may immediately terminate the Services on the grounds of Customer Default. **Provider has a "Zero Tolerance" policy on this issue**, as use of the Services to send bulk outbound SMS messages by just one user can potentially have an adverse impact on Provider and/or Provider's other customers. Customer acknowledges that rules and policies of The Campaign Registry are promulgated and enforced not by Provider but by an independent third party not in any way controlled or directed by Provider, and accordingly Customer agrees that Provider will not be liable in any way for any interruption in the provision of the Services or for Customer's inability to use the Services to the extent caused any act or omission of the third party that promulgates and enforces rules and policies pertaining to The Campaign Registry.

(d) Consequences for Failing to Register Bulk Outbound Messaging. **Sending bulk outbound SMS messages through Provider's Unified Communications Service without properly registering with The Campaign Registry constitutes a material breach of Provider's Acceptable Use Policy, Fair Use Policy, and the Agreement. Such usage will lead to immediate suspension of Customer's organization's messaging service until Customer register with The Campaign Registry.** In addition, (a) all of Customer's SMS messages may be blocked by mobile operators (traffic may be categorized as SPAM); (b) Customer may be required to pay financial or other penalties and/or increased per message rates due to such misuse of the service; and/or (c) Provider may immediately terminate the Services on the grounds of Customer Default. **Provider has a "Zero Tolerance" policy on this issue**, as use of the Services to send bulk outbound SMS messages by just one user can potentially have an adverse impact on Provider and/or Provider's other customers. Customer acknowledges that rules and policies of The Campaign Registry are promulgated and enforced not by Provider but by an independent third party not in any way controlled or directed by Provider, and accordingly Customer agrees that Provider will not be liable in any way for any interruption



in the provision of the Services or for Customer's inability to use the Services to the extent caused any act or omission of the third party that promulgates and enforces rules and policies pertaining to The Campaign Registry.

(e) Additional Fees Related to Bulk Outbound Messaging. Provider incurs costs in connection with Customer's registration with The Campaign Registry and Customer's sending of campaigns through that third-party-provided service, as well as higher usage fees when Customer sends bulk SMS messages. Provider reserves the right to begin charging Customer at any time, upon notice, for any such registration, sending of campaigns, or usage fees related to bulk outbound messaging.

(f) Consent of SMS Recipients. By using the Services to send outbound SMS messages, Customer agrees and acknowledge that (A) Customer is solely responsible for obtaining, and that Customer has or, before sending SMS messages, will have obtained all necessary consents from the recipients of such messages to enable Customer to send such messages to them, as required under applicable law; and (B) Customer indemnifies Provider and the Provider Parties against any liability or responsibility for damages of any kind (e.g., direct, indirect, consequential, or otherwise) that arise from the failure by Customer or any third party using Customer's account to obtain all required consents from recipients before sending SMS messages.

(g) "Do Not Call" List. Provider is required to comply with applicable "Do Not Call" lists. If Customer attempts to send an SMS message to a recipient on the "Do Not Call" list, such SMS message will not be delivered to the intended recipient. Furthermore, in such situation, Customer may not receive an error message or other notification from Provider that describes why Customer's message has not been delivered to the desired recipient. By using the Services to send outbound SMS messages, Customer agrees and acknowledges that (A) Customer is solely responsible for confirming that the intended recipients of Customer's SMS messages are not on any applicable "Do Not Call" lists; (B) any SMS messages that Customer attempts to send to a recipient on a "Do Not Call" list, if such recipient is properly identified by Provider or its carrier, will not be delivered to the intended recipient; and (C) Customer will indemnify Provider and the Provider Parties against any and all liability or responsibility for damages of any kind (e.g., direct, indirect, consequential, or otherwise) that arise from (1) the failure by Customer or any third party using Customer's account to comply with any applicable "Do Not Call" list and/or (2) the fact that messages sent to intended recipients on a "Do Not Call" list (which may include important, time-sensitive and/or confidential information) will not be delivered to such intended recipients.

(5) Customer's Data and Privacy.

(a) Provider does not own any of Customer's Data. Except as set forth herein, in the Agreement, in Provider's Privacy Policy, or as otherwise required by applicable law, Provider will not monitor, edit, or disclose any information regarding Customer or Customer's Account, including any Data, without Customer's prior permission. Provider may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for Services (including disclosure to the Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the Services, for compliance purposes with Provider's vendors, to protect Provider's rights or property, and to protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, Provider may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any information that identifies Customer. Customer, not Provider, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, Provider will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. Customer understands and agrees that it is Customer's sole obligation to take, and that Customer will take, all measures necessary to protect Customer's Data, including without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services.

(b) In providing the Services, Provider collects and maintains CPNI. This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which Customer subscribe. Customer's telephone numbers, name and address are neither CPNI nor (for purposes of the Agreement) Confidential Information. Provider may use CPNI without Customer's consent to provide the Services, for billing and collection purposes, to protect Provider's rights or property or to protect users from fraudulent, abusive or unlawful use of the Services, to inbound telemarketing services for the duration of the call, or as required or permitted by law. Provider may also use CPNI to offer



additional services of the type that Customer already purchases. Provider does not sell, trade or share Customer's CPNI with any third parties for marketing purposes, unless Customer authorizes such use.

(vii) CALEA. Customer acknowledges that Provider intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA") and similar laws (including without limitation Section VI of Canada's Criminal Code). By using the Service, Customer hereby agrees and consents to Provider's right, pursuant to lawful request by law enforcement or any governmental authority, to monitor and otherwise disclose the nature and content of Customer's communications if and as required by CALEA or any other law, without any further notice to Customer.

(viii) Limitation of Warranty; Limitation on Liability; Third-Party Services.

(A) Limitation of Warranty. Provider and the Provider Parties will not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from Customer's or any Customer User's use or inability to use the Services or from mistakes, omissions, the Services not meeting Customer's requirements or expectations, hardware failures, issues making 911 calls, interruptions, deletion of files or directories, errors, defects, or delays in operation, or transmission, regardless of whether Provider or any Provider Party has been advised of such damages or their possibility. Further, Provider and the Provider Parties will not be liable for any harm or damages of any kind that may be caused by or result from the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and liability exclusions and limitations set forth in this Section and elsewhere in this Schedule are in addition to the warranty restrictions and limitations and exclusions provided for in the Agreement.

(B) Limitation on Liability Relating to 911 Calls. Notwithstanding anything to the contrary otherwise set forth herein, Provider and the Provider Parties will have no liability whatsoever in the event that Customer has, either under Provider's direction or Customer's own actions, misconfigured any telephone or other device connecting to the Services, or if any User has any issue regarding a 911 call. Customer acknowledges and agrees that the limitation of Provider's and the Provider Parties' liability is a material term to Provider and that it would not otherwise enter into this Schedule without this limitation, and that Customer agrees these limitations are reasonable. 911 services will not function, or will not function properly, on the Service: (i) if Customer (or Customer's User) is located outside of the rate center associated with the assigned phone number; (ii) if a User attempts a 911 call from a location different from the address associated with the applicable phone number in Provider's or any of the Provider Parties' records; (iii) during any disruption of power at Customer's location; (iv) during any disruption of Internet connectivity to Customer's location; (v) during any period where the Services or any other Provider services necessary for Customer to be able to access and use the Services have been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other Customer Default); (vi) if Customer or anyone acting on behalf of Customer has provided incorrect or invalid address information, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by Customer in connection with the Services fails to function or is improperly (or is not) installed or configured, or (viii) in the event of a Force Majeure Event (as defined in the Agreement). 911 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation. Customer hereby releases and agrees to hold harmless Provider and the Provider Parties (including without limitation Intermedia.net, Inc. and its affiliates) from and against any damages or liabilities of any kind arising out of the failure of 911 services to function properly for the reasons set forth in the preceding sentence of this Section or elsewhere in this Schedule. The liability exclusions and limitations set forth in this Section and elsewhere in this Schedule are in addition to the limitations and exclusions provided for in the Agreement.

(C) Licensor and Vendor Liability. Provider's licensors and vendors are not responsible to Customer for any warranty provided by Provider.

(D) Third-Party Services. The Services may be compatible with Third-Party Services. While Provider does not disclose or permit access to Customer's CPNI to Third-Party Services, Customer's installation or use of Third-Party Services on Customer's equipment or software could result in Customer's own disclosure of CPNI. Any purchase, enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any

exchange of Data between Customer and any Third-Party Service, is solely between Customer and the applicable Third-Party Service provider and further is at Customer's sole risk. Provider does not warrant, endorse or support Third-Party Services, or provide any advice or guidance to Customer regarding the use of or connection of the Services with any Third-Party Services. If Customer purchases, enables, or engages any Third-Party Service for use with the Services, Customer acknowledges that the providers of those Third-Party Services may attempt to access and/or use Customer's Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. Customer represents and warrants that Customer's use of any Third-Party Service signifies Customer's independent consent to the access and use of Customer's Data by the Third-Party Service provider, and that such consent, use and access is outside of Provider's control. Provider will not be responsible or liable to Customer for any disclosure, modification or deletion of Data resulting from any such access by providers of Third-Party Services.

(E) Accessibility Services. Provider, either directly or through one or more Provider Parties, makes certain ancillary services, such as 711 and IP Relay services, available to Customer that are designed to make some of the Services more easily accessible to individuals with certain disabilities (collectively, the "Accessibility Services"). Such Accessibility Services are provided on an "as is" basis, and neither Provider nor the Provider Parties make any representation or warranty with respect to the availability, the effectiveness or any other aspect of such Accessibility Services. Use of the Accessibility Services is at Customer's sole risk. Notwithstanding anything to the contrary otherwise set forth herein, Customer hereby releases and agrees to hold harmless Provider and Provider Parties from and against, and that Provider and the Provider Parties will have no liability whatsoever in connection with, any damages or liabilities of any kind arising out of any error in receiving, transmitting or failing to receive or transmit any message or communication in the course of providing the Accessibility Services. Customer acknowledges and agrees that this limitation of Provider's and the Provider Parties' liability is a material term to Provider and that Provider would not otherwise enter into this Schedule without this limitation, and that Customer agrees these limitations are reasonable.

(ix) **Special Terms Applicable to Provider's Embedded Integration with Microsoft Teams ("Unified Communications for Teams Embedded Service") (including without limitation the Unified Communications for Teams Advanced service, as well as other available forms of embedded Unified Communications for Teams applications).**

(A) Installation. Two (2) separate applications must be installed for each User in order for Customer's Unified Communications for Teams Embedded Service to run properly: (a) the embedded Unified Communications for Teams application (the "Embedded Application"); and (b) the Unified Communications for Teams desktop plug-in application (the "Desktop Plug-In"). It is solely Customer's responsibility to ensure that both such applications are successfully installed on each User's relevant devices or systems. Customer's Account administrator must download and publish the Embedded Application through the administrative portal and provide access to the Embedded Application to all Users on Customer's Account. In addition, each User must download the Desktop Plug-In on their first use of the Unified Communications for Teams Embedded Service; otherwise, the User will not be able to place or receive calls in Microsoft Teams using the Unified Communications for Teams Embedded Service.

(B) Chat/SMS Functionality.

(1) Chat Functionality. Users will have access to the chat feature in both Microsoft Teams and in Provider's unified communications Service (in the Unified Communications for Teams Embedded Service). Provider, by default, will enable the chat feature in the Unified Communications for Teams Embedded Service, so that Users can choose which application they desire to use for chat functionality. Running a chat feature concurrently in two separate applications may cause confusion for Customer's Users. If Customer wishes for Customer's Users to use the Teams native chat feature, Provider recommends that Customer, through Customer's Account administrator, disable the chat feature in the Unified Communications for Teams Embedded Service at the Account level. It is solely Customer's responsibility to manage and configure the chat settings in Customer's Account to align with Customer's preferred usage.

(2) SMS Functionality. Certain versions of the Unified Communications for Teams Embedded Service include SMS functionality; however, the Teams-native chat feature does not offer the ability to send or receive SMS messages. For Customer's Users that subscribe to a version of the Unified Communications for Teams Embedded Service that includes SMS functionality, the SMS functionality will be available through the Unified Communications for Teams Embedded



Service, but only if Customer's Account administrator enables the SMS functionality for such Users. The chat functionality of the Unified Communications for Teams Embedded Service does not need to be enabled for the SMS functionality to work.

(C) Risk of Third-Party Blocking. Customer acknowledges that the integration and operation of the Unified Communications for Teams Embedded Service depends on the cooperation and continued ability of the Unified Communications for Teams Embedded Service to access and integrate with Microsoft systems, APIs and/or services. Provider does not control Microsoft's systems, APIs and/or services. In the unlikely event that Microsoft were to discontinue or materially alter its Teams service or revoke or limit Provider's access to Microsoft's APIs or services, such actions may materially impact the functionality, availability and/or performance of the Unified Communications for Teams Embedded Service. If any such event occurs, Provider shall promptly notify Customer of any such event and its potential impact on Customer's services.

(b) Potential Price Increases. Provider retains the right, at any time during the Service Term of an Agreement for Astound Ascend Voice Services, to increase the MRC for the Astound Ascend Voice Services to pass-through price increases imposed on Provider; provided, that in no event shall any such increase exceed Provider's increased direct costs to deliver the Astound Ascend Voice Services to Customer. Provider shall give Customer at least thirty (30) days' advance written notice of any such price increases.

(c) Software Licenses; Audit Rights; Cessation of Use of Software. Customer expressly acknowledges that in connection with Customer's use of the Astound Ascend Voice Services and/or as a requirement for Customer to be able to use the Astound Ascend Voice Services, Provider may provide Customer with a license or the right to use certain software under the terms of a separate license from a third-party licensor. **CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE ARE LIMITED TO THE RIGHTS PROVIDED BY THE THIRD-PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE REGARDING THE PERFORMANCE OR FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD-PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST PROVIDER. PROVIDER DOES NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING ANY RELATED SERVICES THAT MAY BE AVAILABLE FROM THE THIRD-PARTY LICENSOR OR OTHERWISE) DISTRIBUTED BY PROVIDER IN CONNECTION WITH THE ASTOUND ASCEND VOICE SERVICES, AND PROVIDER HEREBY DISCLAIMS AND EXCLUDES ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY, WHETHER AT COMMON LAW, IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.** At reasonable intervals and upon at least five (5) days' prior notice to Customer, Provider shall have the right to audit the records of Customer that document software licenses purchased or used by Customer in connection with Customer's use of the Astound Ascend Voice Services. Customer shall cooperate reasonably (and at its own expense) with Provider's exercise of the audit rights set forth in this Section. Immediately upon the expiration or earlier termination of the Agreement for Astound Ascend Voice Services, Customer shall uninstall and discontinue all use of any software in respect of which a software license was provided by Provider pursuant to the terminated or expired Agreement or otherwise in connection with Customer's use of the Astound Ascend Voice Services.

(d) Compliance with Laws; Data Protection Laws. Customer's use of the Astound Ascend Voice Services shall at all times comply with all applicable laws, rules and regulations of any governmental authority having valid jurisdiction over Customer, including without limitation Data Protection Laws, as defined below.

(i) Definitions. For purposes of the Astound Ascend Voice Services, the following terms shall have the meanings set forth below:

(A) **"Data Protection Laws"** means (1) all governmental laws, codes, rules, orders, and regulations applicable to the collection, storage, use, and other processing of Customer information (including without limitation data privacy laws applicable to Customer or Customer Data); and (2) all industry standards, codes of conduct, and best practices applicable to the collection, storage, use, and other processing of Customer information, including Payment Card Industry (PCI) standards. Data Protection Laws include, without limitation, Massachusetts Regulation 201 CMR 17.00; California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018(CCPA)); California Proposition 24 (also known as the California Privacy Rights Act (CPRA)); the U.S. Health Insurance Portability and Accountability Act of 1996; the Gramm-Leach-Bliley

Act (GLBA); the U.S. Health Information Technology for Economic and Clinical Health Act (in each case as amended repealed, consolidated or replaced from time to time); and any other data protection laws and regulations relating to data protection and privacy that apply to Customer's handling or use of Protected Information.

(B) **"Customer Data"** means all Customer data (including Protected Information) hosted or otherwise stored by Provider in connection with the provision of the Astound Ascend Voice Services .

(C) **"Protected Information"** means personally identifiable information (including, without limitation, credit card numbers, individuals' dates of birth, and tax identification numbers) that is transmitted or maintained in any form or medium by Customer in connection with the Astound Ascend Voice Services and which is subject to Data Protection Laws.

(ii) Compliance with Data Protection Laws. Customer acknowledges that at all times it is responsible for understanding and complying with, and Customer agrees to comply with applicable Data Protection Laws in its use of the Astound Ascend Voice Services.

(iii) Indemnification by Customer of Provider. Customer shall defend, indemnify, and hold Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all claims under Data Protection Laws relating to Customer's use of Provider's networks and services (including the Astound Ascend Voice Services ) for the storage and processing or other usage of any kind of Protected Information or any other Customer Data (including Protected Information).

(e) Early Termination by Provider Due to Termination by Intermedia. In addition to the provisions of the Agreement regarding early termination of the Astound Ascend Voice Services , in the event that, at any time during the Service Term for Astound Ascend Voice Services , Intermedia (the subcontractor to Provider for the Astound Ascend Voice Services ), terminates the services it provides to Provider for any reason, then Provider may terminate the Astound Ascend Voice Services it is providing to Customer by giving Customer at least sixty (60) days' advance written notice of termination. In the event Provider terminates the Astound Ascend Voice Services pursuant to this Section, Customer will pay to Provider all outstanding NRC and the MRC (and any other applicable amounts then due to Provider pursuant to the Agreement) for the Astound Ascend Voice Services provided by Provider prior to the date of termination, and thereafter neither Party will have any further liability to the other with respect to the terminated Astound Ascend Voice Services.

## ARTICLE 6 – VIDEO CONFERENCING SERVICE PROVISIONS

If Customer receives Video Conferencing Services ("**Video Conferencing Services**") from Provider, then, in addition to the provisions of the applicable Agreement, the provisions regarding Phone Services set forth in Article 4 above, and the provisions regarding Hosted Voice Services set forth in Article 5 above, Customer's use of the Video Conferencing Services is also subject to the terms and conditions of this Article 6:

6.1 Use of Video Conferencing Service and Customer's Responsibilities. Provider's video conferencing solution is a software-based addition to Provider's Hosted Voice Services that is intended to facilitate group collaboration and remote team communications. Customer is solely responsible for its use of the Video Conferencing Services, including for all use made of the Video Conferencing Service by Customer's employees, contractors, third-party business partners, and other end-users. Customer's use of the Video Conferencing Services shall at all times comply with all applicable laws, including, but not limited to, laws related to recording, intellectual property, privacy and export control.

(a) Registration Information. Customer may be required to provide information about itself and its employees and other end-users of the Video Conferencing Services in order to use the Video Conferencing Services or certain functionality provided by or with the Video Conferencing Services. Customer agrees that all such information shall be accurate. Customer may be asked to choose a user name and password. Customer is entirely responsible for maintaining the security of Customer's username and password and agrees not to disclose same to third-parties.

(b) Customer's Content. Customer agrees that it is solely responsible for the content sent, transmitted, displayed and/or uploaded by Customer, Customer's employees, contractors, third-party business partners, and other end-users of the Video Conferencing Services. Customer represents and warrants that it has the right to transmit and upload its content and that such use does not violate or infringe on the rights of any third party. Under no circumstances will Provider be liable in any way for any: (i) content that is transmitted or viewed while using the Video Conferencing Services, (ii) errors or omissions in the content, or (iii) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Customer's content or inability to access to Customer's content. Although Provider is not responsible for Customer's content, Provider may delete any of Customer's content at any time without notice to Customer if Provider becomes aware that Customer's content violates any provisions of the Agreement or applicable law. Customer retains its copyrights and any other intellectual property rights Customer already holds (if any) in Customer's content that is submitted, posted or displayed on, through or using the Video Conferencing Services.

(c) Recordings. Customer is responsible for complying with all recording laws. The host of a video conferencing session can choose to record video conference meetings and webinars. By using the Video Conferencing Services, Customer consents to Provider's storage of recordings for any or all video conference meetings or webinars that Customer and/or any of its employees, contractors, third-party business partners, or other end-users may join, if such recordings are stored in Provider's systems. Customer (and its applicable its employees, contractors, third-party business partners, or other end-users who are using the Video Conferencing Services) will receive a notification (visual or otherwise) when recording is enabled. If any person taking part in a call, webinar, meeting or other event that takes place using the Video Conferencing Services does not consent to being recorded, that person can choose to leave the event.

(d) Prohibited Use. Customer agrees that it will not use, and will not permit any of its employees, contractors, third-party business partners, or other end-users of the Video Conferencing Services to do any of the following: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Video Conferencing Services, (ii) knowingly or negligently use the Video Conferencing Service in a way that abuses, interferes with, or disrupts Provider's network or the systems, facilities or equipment used by Provider to provide the Video Conferencing Services, (iii) use the Video Conferencing Services in violation of any Provider policy or in a manner that violates applicable law, including but not limited to anti-spam, intellectual property, export control, privacy, and anti-terrorism laws and regulations; (iv) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Video Conferencing Services, (v) use the Video Conferencing Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, or that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation; or (vi) upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect the performance of the Video Conferencing Services or Provider's network or equipment in any way.

(e) Limitations on Use. Customer may not reproduce, resell, or distribute the Video Conferencing Services or any reports or data generated by the Video Conferencing Services for any purpose unless Customer has been specifically permitted to do so under a separate agreement with Provider. Customer may not offer or enable any third parties to use the Video Conferencing Services purchased by Customer, display on any website or otherwise publish the Video Conferencing Services or any content obtained from the Video Conferencing Services (other than content created and owned by Customer) or otherwise generate revenue from the Video Conferencing Services. Customer may not use the Video Conferencing Services for the development, production or marketing of a service or product substantially similar to the Video Conferencing Services.

(f) Responsibility for End-Users. Customer is responsible for the activities of all of Customer's employees, contractors, third-party business partners, and other end-users who access or use the Video Conferencing Services through Customer's account, and Customer agrees to ensure that all such employees, contractors, third-party business partners, and other end-users comply with the terms of the Agreement, the provisions of this Services Addendum, and any applicable Provider policies (including without limitation Provider's Acceptable Use Policy). If Customer becomes aware of any violation of the Agreement in connection with the use of the Video Conferencing Services by any person, Customer shall notify Provider immediately. Provider may investigate any complaints and violations that come to its attention and may take any (or no) action that Provider believes is



appropriate, including, but not limited to issuing warnings, removing content, terminating accounts and/or user profiles, and/or suspending or terminating the provision of Video Conferencing Services to Customer.

6.2 Not for Use in High Risk Environments. THE VIDEO CONFERENCING SERVICES ARE NOT POSITIONED, INTENDED OR DESIGNED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE COMMUNICATIONS OR CONTROLS, INCLUDING, WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT AND/OR WEAPONS SYSTEMS. CUSTOMER MUST NOT USE THE VIDEO CONFERENCING SERVICES IN ANY HIGH RISK ENVIRONMENT.

6.3 Not Intended for Secure Communications. THE VIDEO CONFERENCING SERVICES ARE NOT POSITIONED, INTENDED OR DESIGNED TO PROVIDE SECURE COMMUNICATIONS AND MUST NOT BE USED IN SITUATIONS WHERE THE CONFIDENTIALITY, PRIVACY OR SECURITY OF THE COMMUNICATION AT ISSUE IS ESSENTIAL OR PARAMOUNT. Provider's Video Conferencing Services contain certain industry-standard features that, when correctly configured and enabled, can increase the security of video conference sessions. Provider strongly recommends that Customer use (and require its employees, contractors, third-party business partners, and other end-users to use) the available security features of the Video Conferencing Services. However, even with proper configuration of video conferencing settings, it is possible that communications made using the Video Conferencing Services may be intercepted by unauthorized third parties, disseminated beyond Customer's intended audience, recorded or altered without Customer's consent, or otherwise compromised by hostile hacking activity. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE VIDEO CONFERENCING SERVICES IS NOT GUARANTEED TO BE SECURE. INSTEAD, CUSTOMER UNDERSTANDS AND AGREES THAT ITS USE OF THE VIDEO CONFERENCING SERVICE IS AT ITS SOLE RISK. PROVIDER SHALL NOT BE LIABLE FOR ANY BREACHES OF PRIVACY, UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, OR OTHER DAMAGES OR LOSSES OF ANY TYPE THAT MAY BE SUFFERED BY CUSTOMER OR ANY OF ITS EMPLOYEES, CONTRACTORS, THIRD-PARTY BUSINESS PARTNERS, OR OTHER END-USERS DUE TO ANY SECURITY WEAKNESSES IN THE VIDEO CONFERENCING SOFTWARE OR ANY HOSTILE HACKING ACTIVITY EXPLOITING THE SAME.

6.4 No Warranties; Acceptance of Risk. CUSTOMER UNDERSTANDS AND AGREES THAT THE VIDEO CONFERENCING SERVICES ARE PROVIDED "AS-IS" AND THAT PROVIDER, ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PROVIDER, ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE VIDEO CONFERENCING SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE VIDEO CONFERENCING SERVICES, OR THAT THE VIDEO CONFERENCING SERVICES WILL MEET ANY USER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE VIDEO CONFERENCING SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE VIDEO CONFERENCING SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR HARM SUFFERED BY IT RESULTING FROM THE USE OF THE VIDEO CONFERENCING SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE VIDEO CONFERENCING SERVICES IS AND REMAINS WITH CUSTOMER. PROVIDER DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATION BETWEEN USERS. PROVIDER CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE VIDEO CONFERENCING SERVICES.

## ARTICLE 7 – CLOUD CONTACT CENTER SERVICE PROVISIONS

If Customer receives Cloud Contact Center Services ("**Cloud Contact Center Services**") from Provider, then, in addition to the provisions of the applicable Agreement, Customer's use of Provider's Cloud Contact Center Services is also subject to the terms and conditions of this Article 7:

7.1 Underlying Internet Connection Required. Provider's Cloud Contact Center Services are cloud-hosted Services. All users of the Cloud Contact Center Services must have an underlying Internet connection in order to access and use the Cloud Contact Center Services. The underlying Internet connection does not necessarily need to be provided by Provider. In some situations, Provider may require Customer to purchase the underlying Internet connectivity from Provider in order to receive Provider's Cloud Contact Center Services. In other situations, Provider may allow Customer to use Internet access purchased from a different provider (a "**Third-Party Provider**") as the underlying connection to Provider's Cloud Contact Center Services. In either event,



Customer expressly understands and acknowledges that it will not be able to use the Cloud Contact Center Services without an active connection to the Internet.

7.2 When Underlying Internet Connectivity Is Provided by a Third-Party Provider. If Customer is using Internet connectivity provided by a Third-Party Provider to access and use Provider's Cloud Contact Center Services, Customer expressly acknowledges and agrees to each of the following:

- (a) Provider is not responsible for and has no control over the Internet access service Customer receives from any Third-Party Provider. Customer must contact its Third-Party Provider for any technical support issues Customer experiences with its underlying Internet connection.
- (b) In order for the Cloud Contact Center Services to function as intended, the underlying Internet connection must meet certain minimum technical and other relevant characteristics. As between Provider and Customer, Customer is solely responsible for determining whether the Internet access service it receives from its Third-Party Provider has the technical and other applicable characteristics (such as sufficient stability, throughput, low latency, etc.) necessary to support Customer's use of Provider's Cloud Contact Center Services in the manner in which the Cloud Contact Center Services are designed to function. Provider has no obligation whatsoever to modify the Cloud Contact Center Services to make them compatible with Internet access service Customer receives from any Third-Party Provider.
- (c) IF CUSTOMER'S ABILITY TO ACCESS AND USE THE CLOUD CONTACT CENTER SERVICES IS DEGRADED, INTERRUPTED OR OTHERWISE ADVERSELY IMPACTED BY THE POOR TECHNICAL PERFORMANCE AND/OR UNAVAILABILITY OF THE UNDERLYING INTERNET CONNECTION CUSTOMER RECEIVES FROM A THIRD-PARTY PROVIDER, CUSTOMER SHALL NONETHELESS REMAIN FULLY OBLIGATED TO PAY PROVIDER FOR THE CLOUD CONTACT CENTER SERVICES DURING SUCH PERIOD. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY PROBLEMS CUSTOMER MAY EXPERIENCE IN USING THE CLOUD CONTACT CENTER SERVICES DUE TO THE INTERNET CONNECTION PROVIDED BY A THIRD-PARTY PROVIDER, OR FOR ANY OUTAGES, DEGRADATION, OR INTERRUPTION OR OTHER PROBLEMS CUSTOMER MAY EXPERIENCE WITH ANY INTERNET ACCESS SERVICE CUSTOMER RECEIVES FROM A THIRD-PARTY PROVIDER.
- (d) CUSTOMER'S DECISION TO USE AND ACCESS PROVIDER'S CLOUD CONTACT CENTER SERVICES VIA AN INTERNET CONNECTION CUSTOMER RECEIVES FROM A THIRD-PARTY PROVIDER IS UNDERTAKEN AT CUSTOMER'S SOLE AND EXCLUSIVE RISK.

7.3 Installation and Use of Cloud Contact Center Software. Provider's Cloud Contact Center Services are provided in part by Provider's vendor, Intermedia.net, Inc. ("**Intermedia**"). In order to access and use the Cloud Contact Center Services, Customer must download and install certain software provided by Intermedia (the "**Cloud Contact Center Software**"). To use the Cloud Contact Center Software, Customer must accept and agree to the terms and conditions of Intermedia's end-user license agreement, which is posted on the Intermedia website at the following URL: <https://intermedia.com/end-user-license-agreement> (the "**Cloud Contact Center EULA**"). If Customer does not agree to the terms and conditions of the Cloud Contact Center EULA, Customer may not use the Cloud Contact Center Software or the Cloud Contact Center Services. The terms and conditions of the Cloud Contact Center EULA are incorporated into and constitute a part of this Services Addendum. **CUSTOMER ACKNOWLEDGES THAT THE CLOUD CONTACT CENTER SOFTWARE IS NOT MANUFACTURED OR PUBLISHED BY PROVIDER AND THAT PROVIDER DOES NOT SUPPORT AND SHALL HAVE NO MAINTENANCE OBLIGATIONS OR OTHER LIABILITY OR OBLIGATION REGARDING THE CLOUD CONTACT CENTER SOFTWARE.** Further, Customer acknowledges and agrees that it may use the Cloud Contact Center Software only for the purpose of using and operating the Cloud Contact Center Services as contemplated by the applicable Agreement with Provider, and that each of the following is prohibited with respect to the Cloud Contact Center Software: (a) copying the Cloud Contact Center Software or associated documentation, either in whole or in part; (b) modifying, reverse compiling, reverse assembling or otherwise reverse engineering the Cloud Contact Center Software, either in whole or in part, or attempting to do any of the foregoing; (c) sub-licensing, leasing, sub-licensing, selling or otherwise distributing the Cloud Contact

Center Software, either in whole or in part, and whether or not for profit, to any third parties; and (d) creating derivative works of, from, based on, or using or incorporating all or any portion of the Cloud Contact Center Software. At reasonable intervals and upon at least five (5) days' prior notice to Customer, during the Term of the Cloud Contact Center Services, Provider shall have the right to audit the records of Customer that document software licenses purchased or used by Customer in connection with Customer's use of the Cloud Contact Center Services. Customer shall cooperate reasonably (and at its own expense) with Provider's exercise of the audit rights set forth in this Section. Immediately upon the expiration or earlier termination of the Agreement for the Cloud Contact Center Services, Customer shall uninstall and discontinue all use of the Cloud Contact Center Software.

7.4 Cloud Contact Center EULA Subject to Future Updates. The Cloud Contact Center EULA may be updated at any time and from time to time without notice to Customer. Customer understands and agrees that it is Customer's responsibility to review the Cloud Contact Center EULA with reasonable frequency to keep abreast of any changes. Customer's continued use of the Cloud Contact Center Services at any time shall constitute Customer's agreement to the most recently revised terms and conditions of the Cloud Contact Center EULA.

7.5 Cloud Contact Center Product Schedule. This Section 7.5 constitutes the Cloud Contact Center Product Schedule (the "**Schedule**"). This Schedule includes the terms and conditions that, with respect only to the Cloud Contact Center Services (referred to in this Schedule as the "**Services**"), either modify or augment the Agreement. The Services include certain product and management features or advanced features that may be offered at additional cost, and which Provider, in its sole discretion, may add, modify, or delete from time to time. Capitalized terms not defined in this Schedule shall have the same meaning as set forth in the Agreement. If a capitalized term used in this Schedule has a meaning in this Schedule that is different from the meaning used elsewhere in the Agreement, the definition in this Schedule will control for purposes of this Schedule only. **In the event of a conflict or inconsistency between the terms of the Agreement and the terms of this Schedule, this Schedule shall supersede and govern.**

- (a) PPN Version vs. CPN Version. The Services can be provided to Customer in either of the following ways:
- (i) The Provider-Provided Network Version of the Services (the "**PPN Version**"), which is Provider's standard offering that provides the functionality of the Services, where the associated Internet access and telecommunications services (such as bundles of calling minutes) are provided by Provider; and
  - (ii) The Customer-Provided Network Version of the Services (the "**CPN Version**"), which has the same functionality as the PPN Version, but for which any and all associated Internet access or telecommunications services (such as bundles of calling minutes) are provided by a third party of Customer's choice (and not from Provider).

Provider's Cloud Contact Center Service themselves are not regulated telecommunications services. However, except with respect to the CPN Version, for which Provider does not provide any associated telecommunications services), Customers must may (or, in the case of the Express version of Provider's Cloud Contact Center service, are required to) purchase regulated telecommunications services from Provider Parties (defined below) for use in connection with the Services. Certain terms and conditions in this Schedule (in Section 7.5(k) below) apply specifically and only to the CPN Version (and not to the PPN Version). Otherwise, except as is expressly indicated to the contrary, the terms and conditions set forth in this Schedule apply to both the PPN Version and the CPN Version.

- (b) Definitions. For the purposes of this Schedule, the following definitions apply:

"Access Information" means information that, alone or together with other information, can provide access to any portion of Customer's Account, including but not limited to Customer's Account number, login names, passwords, payment card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Customer's Access Information will include any similar information for each of Customer's Users.

“Account” means the account created with Provider in connection with this Schedule that relates to Customer’s purchase or subscription to and use of Services by Customer and Customer’s Contact Center Agents.

“BAA” means a Business Associate Agreement which is a written arrangement that specifies each party’s responsibilities with respect to Personal Health Information (“PHI”) under the Health Insurance Portability and Accountability Act (“HIPAA”) that require Covered Entities (as such term is defined under HIPAA) that electronically transmit any PHI to only work with Business Associates (as such term is defined under HIPAA) that commit to comply with the applicable requirements under HIPAA.

“Contact Center Agent” means any of Customer’s employees, consultants or independent contractors to whom Customer grant permission to access the Services in accordance with Provider’s entitlement procedures.

“Contact Center Agent License” means the type of license(s) (concurrent licenses in the case of the Pro and Elite versions of Provider’s Cloud Contact Center Service; dedicated licenses (i.e., licenses assigned to specific users) in the case of the Express version of Provider’s Cloud Contact Center Service) purchased to authorize Contact Center Agents to log in to the Contact Center as a Service (CCaaS) agent software and to use the Services included with such license.

“Content” means the audio and visual information, documents, software, products and services contained or made available in the course of using the Services.

“Data” means any data, information, reports, logos, brands and brand identification, trade names, trademarks, domain names, service marks, graphics or material provided or submitted by Customer to Provider in the course of using the Services. This definition also includes any call recordings generated through expected use of the Services.

“Documentation” means the specifications and operating manuals of the Services and other printed materials that may be provided to Customer.

“Platform” means the equipment, operating system, servers and network environment on and with which the Services are hosted by Provider and additions or replacements to the foregoing which may be determined by Provider from time to time.

“Provider Parties” means Provider’s officers, employees, agents and representatives; Provider’s affiliates (including parents and subsidiaries), suppliers, licensors and partners; and their respective officers, employees, agents and representatives.

“SpinSci” means SpinSci Technologies LLC which offers certain services that are resold by Provider, including the Patient Notify™, Patient Assist™, Patient Engage™, Patient Comply™ and Patient Register™ products.

“Use” means to utilize, run, store, operate or display the Services.

“User” means any of Customer’s employees, consultants, independent contractors, or other representatives in any capacity to whom Customer grants permission to access the Services in accordance with Provider’s entitlement procedures.

(c) AI Features. Some options available with the Services incorporate or otherwise use artificial intelligence (“AI”) features and/or technology. AI-based technology is subject to a number of risks that users should fully understand and consider before activating or using any AI-based features or services. Provider has made available an Artificial Intelligence Policy and Notifications document (the “AI Policy”, available at [www.serverdata.net/legal](http://www.serverdata.net/legal)), which describes many of those risks. The terms of the AI Policy, as it may be amended and updated from time to time, are hereby incorporated by reference into, and made a part of, this Schedule (including, without limitation, Section 3 of the AI Policy, which identifies specific AI-based services and features that may be incorporated or otherwise used by the Services described in this Schedule).

(d) Use and Restrictions.

(i) Use of the Services. Customer shall not (i) license, sub-license, sell, rent, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or Content in any way (ii) modify or make derivative works based upon the Services or Content; (iii) obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or marking to the Services, nor add any other notices or markings to the Services or any portion thereof; (iv) access the Services (a) for benchmarking or competitive purposes (including without limitation building competitive products or services), (b) in order to build a product using similar ideas, features, functions or graphics of the Services, or (c) in order to copy any ideas, features, functions or graphics of the Services; or (v) reverse engineer the Services. Customer may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Provider's prior written consent.

(ii) Relationship with Intermedia. Customer acknowledges and agrees that Customer has no direct relationship with Intermedia. Instead, Customer's direct relationship is with Provider. However, Customer acknowledges and agrees that (a) in some circumstances, Intermedia may provide escalated support services to Customer in connection with the Services, (b) actions by Intermedia shall be deemed to be the actions of Provider with respect to those aspects of the relationship under this Schedule, and (c) Customer consents to the disclosure of Data to Intermedia for the purposes of providing and supporting the Services and the collection of Data by Intermedia for the purposes of providing and supporting the Services. For the avoidance of doubt, if Customer fails to respond to Intermedia when Intermedia is acting on behalf of Provider under this Schedule and for purposes of Provider's provision of the Services, Customer shall be deemed to be in breach of this Schedule and in Default of the Agreement.

(iii) Number Portability. *[This Section 7.5(d)(iii) applies only if Customer requests Provider to port phone numbers for Customer (and Provider agrees to port such numbers for Customer) in connection with Customer's purchase of the Services. This Section does not apply to the CPN Version.]* Availability and use of local and toll-free number portability, for porting an existing telephone number to Provider, is subject to Provider's policies, as modified from time to time. If number portability is available from Provider and Customer opts to transfer Customer's existing number, Customer authorizes Provider to (a) process Customer's order for porting the Service, (b) notify Customer's current service provider of Customer's decision to switch Customer's services to Provider, and (c) transfer Customer's telephone number, and Customer represents to Provider that it is authorized to take these actions. Customer may be required to complete a letter of authorization, provide Provider with a copy of Customer's most recent bill from Customer's service provider, as well as provide Provider with any other information required by Customer's service provider to port Customer's number. Failure to provide any information requested by Provider or the third-party service provider will delay the porting of the number to Provider. Provider shall not be responsible or have any liability whatsoever to Customer for any delay or failure in the porting of Customer's number or for any outages with Customer's service provider prior to the successful completion of Customer's number port to Provider. Expedites are not available. Provider has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.

(iv) Changes to Local Number Port Orders. *[This Section 7.5(d)(iv) applies only if Customer requests Provider to port phone numbers for Customer (and Provider agrees to port such numbers for Customer) in connection with Customer's purchase of the Services. This Section does not apply to the CPN Version.]* If a Firm Order Commit (FOC) date for a local port order is canceled or changed by Customer or Customer's Agent/representative (a) more than three (3) business days before the agreed-to date, or (b) within three (3) business days prior to the agreed-to date, then in either case, Provider may invoice Customer for an appropriate Fee (which is subject to change from time to time) per telephone number. If Customer requires a reversion to prior service on the day of the port or within twenty-four (24) hours of the port occurring on the FOC date, Provider may invoice Customer for an additional Fee (which is subject to change from time to time) per telephone number. Customer acknowledges that Provider cannot guarantee that immediate service reversion for local numbers is even possible or available. Fees invoiced to Customer as set out above in this Section are non-refundable.

(v) Changes to Toll-Free Port Orders. *[This Section 7.5(d)(v) applies only if Customer requests Provider to port toll-free phone numbers for Customer (and Provider agrees to port such numbers for Customer) in connection with Customer's purchase of the Services. This Section does not apply to the CPN Version.]* Changes to toll-free port orders are not supported once

submitted. Cancellations of toll-free porting orders are exclusively the responsibility of Customer or Customer's Agent/representative to arrange with the current service provider.

(vi) On-Site Requirements. Customer is responsible for all aspects of Customer's working environment and for access connectivity (Internet connectivity and local area network) with respect to any quality of service issues to which these factors may contribute. Should Customer encounter material quality of service issues with the Services which are not caused by these factors but rather are attributable to network or software provided by Provider, then Customer will so notify its Provider Account Manager, and Provider will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to Provider. Should Provider determine that a quality of service issue reported by Customer is the result of Customer-provided access connectivity or of Customer's working environment, then Provider will use commercially reasonable efforts to provide information to Customer to support that determination. In such event, Customer will remain responsible (at its sole cost) for rectification of any issues with its access connectivity and/or working environment repair. Outages and/or disruptions in Customer's use of the Services caused by Customer-provided access connectivity or of Customer's working environment do not constitute failure on the part of Provider to fulfill its obligations under the Agreement and are not grounds for any other form of liability on the part of Provider or any Provider Party or Affiliate of Provider, or for termination of the Services by Customer for Provider Default.

(vii) Interruptions. Access to Provider's Platform and the Services may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Provider will not be liable if the Services are unavailable to Customer due to (a) the acts or omissions of Customer, its agents, employees, contractors, or Users, including the failure of or refusal by Customer to reasonably cooperate with Provider in diagnosing and troubleshooting problems with the Services; (b) scheduled Service alteration, maintenance or implementation; (c) the failure or malfunction of network equipment or facilities not owned or controlled by Provider or its Affiliates or suppliers; (d) Force Majeure Events; or (e) Provider's inability (due to no fault of Provider) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; or (f) any circumstances beyond the control of Provider, including without limitation (i) the failure of any service or facilities provided by Customer or any party other than Provider (including without limitation any telecommunications carrier or Internet service provider); (ii) the negligence or willful act or omission of Customer or Customer's Users, employees, agents or others for whom Customer is legally responsible by law; or (iii) any improper use of the Services by Customer or any of Customer's Users or Contact Center Agents or others for whom Customer is legally responsible.

(viii) Security of Access Information. Customer is solely responsible for maintaining the confidentiality of any Access Information used to access the Services and/or Platform. Customer shall notify Provider immediately of any known or suspected unauthorized use of any Access Information or Provider account or any other known or suspected breach of security pertaining to the Services.

(ix) Rights to Use Data. Customer represents that Customer has, and will at all times during Customer's use of the Services continue to have, the right to provide Customer's Data to Provider, including but not limited to, obtaining applicable consents from identifiable individuals, in connection with using the Services pursuant to this Schedule.

(x) Breach of this Schedule (SpinCi services). A breach of Customer's obligations or commitments under this Schedule, including without limitation a breach of SpinSci's Terms of Use (the latest version of which is available at <https://spinsci.com/eula/>) if Customer purchases the SpinSci service in connection with Customer's purchase of the Services, constitutes a Default, material breach (also referred to as a "Default") of the Agreement.

(e) Fees; Fair Use.

(i) Fees. The Fees for the Services are as set forth in the applicable Service Order(s) executed by Provider and Customer. Provider reserves the right to charge a reactivation fee to renew Services for Accounts that have been suspended by Provider for non-payment or terminated by Customer.

(ii) Fair Use and Other Limitations on Usage. *[This Section 7.5(e)(ii) applies to the PPN Version. Please see Section 7.5(k)(iv) below for "fair use" provisions specifically applicable to the CPN Version.]*

(A) Provider may offer calling plans that are described as including unlimited minutes of use. Provider may also offer messaging plans that are described as including unlimited messages. Provider reserves the right to review usage of any “unlimited” plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 5.7(e)(ii)(E) below without notice to Customer. “Fair Use” means that (i) with respect to calling plans, the combined number of outbound minutes plus local inbound minutes or (ii) with respect to messaging plans, the combined number of outbound messages plus inbound messages, in either case does not substantially exceed, in Provider’s reasonable judgment, the average use of all other Provider customers as measured on a per Contact Center agent basis. Usage and associated charges for excess usage will be determined based solely upon Provider’s collected usage information. Fair Use also prohibits any activities that result in excessive usage including, but not limited to, auto-dialing, predictive outbound dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting, or transmitting broadcast messages, or any activity that disrupts the activities of Provider and/or other Provider customers; provided that, for purposes of clarification, this sentence does not prohibit the use of Provider’s appointment reminder service.

(B) Fair Use assumes that, for any service packages or bundles that include outbound calling to Alaska and/or Hawaii, outbound long-distance traffic to those destinations cannot, in aggregate, exceed one percent (1%) of the total outbound long-distance traffic in any calendar month; otherwise, all outbound long-distance traffic to Alaska and Hawaii in such month may be subject to a price premium (at the applicable then-prevailing rate), at Provider’s sole discretion.

(C) Certain outbound dialing functions, such as (i) Dynamic Notification and (ii) SWAT message blasts, may be limited in volume based on Provider’s system, network and infrastructure capacity.

(D) Fair Use assumes that Interactive Voice Responses (IVRs) are built and used with the purpose of queuing calls and logging in agents to manage those activities.

(E) If Customer’s usage exceeds the limits for Customer’s Account (including without limitation any usage limitations associated with SpinSci products, such as permitted monthly interactions) or otherwise exceeds Fair Use, Customer agrees that Provider may immediately, in its sole discretion, (i) charge Customer for such excess usage, (ii) after giving Customer written (email) notice, upgrade Customer to a higher plan or increase the limits on Customer’s Account to address the excess usage (and increase the Fees for the Services to reflect the upgrade), and/or (iii) after giving Customer notice and opportunity to cure as required by the applicable terms of the Agreement, suspend or terminate Customer’s Account.

(iii) Taxes. In addition to its obligation to pay applicable taxes as set forth in the relevant provisions of the Agreement, Customer shall also pay all taxes, fees, and assessments of any nature associated with any products or services sold through the use of or with the aid of the Services.

(f) Use of the Services.

(i) Business Use. The Services are provided for Customer use with Customer’s business (non-personal) operations. Customer must not (a) allow any third party, including Customer’s vendors and service providers, to access or use the Services (provided that this limitation does not apply to business process outsourcing (BPO) functionality that allows for a third party to log in to a web application as an external user solely to perform, for Customer and as a Customer-authorized representative, Contact Center Agent activities or monitoring activities with respect to the Services; provided further that any breach of the terms and conditions of this Schedule and/or the Agreement by such a BPO supplier to Customer will constitute a breach (also referred to as a “Default) of any by Customer itself). For the avoidance of doubt, (i) Customer agrees that it will not use the Services for residential purposes, and (ii) Provider agrees that Customer’s use of the Services to provide and support Customer’s own services is not prohibited so long as such use does not take the form of re-sale of the Services or otherwise violate this Section.

(ii) Restricted Activities. Customer must not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other persons, including telephone numbers or email addresses, without their consent; (b) to harass or to interfere with another user’s use and enjoyment of the Services; (c) to transmit or knowingly to accept any material or

communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; (g) to unlawfully record conversations in violation of applicable law; (h) to make calls that are not between individuals (e.g., automated calls are not permitted); or (i) in a manner Provider reasonably considers to be inappropriate or unlawful.

(iii) Service Integration with Provider's Unified Communications Service. Customers purchasing the Express version of Provider's Cloud Contact Center Service are required to also purchase Provider's unified communications service (which is only authorized for use in which is only authorized for use in the Unites States), as the Express version of Provider's Cloud Contact Center Service does not function with other providers' unified communications services.

(iv) No Resale. The Services are provided solely for Customer's use and for use by not third parties other than Customer's Users. Customer is prohibited from intermingling traffic.

(v) Applicable Law; Regulatory Matters.

(A) Applicable Law. Customer acknowledges and agrees that access to and use of the Services may be restricted or limited as a result of applicable laws, and that Customer will not use or allow the use of the Services, in contravention of, and will comply with, any applicable law. Customer represents and warrants that (i) Customer and Customer's Contact Center Agents are not named on any governmental authority's list of persons or entities prohibited from receiving exports, and (ii) Customer will not permit Contact Center Agents to access or use Services in violation of any export embargo, prohibition or restriction. Customer acknowledges and agrees that that it is Customer's sole responsibility to use the Service in a lawful manner, and that Customer is solely responsible for the consequences of any use of the Services in violation of applicable law.

(B) Regulatory Matters. **Notwithstanding any other provision of this Schedule or the Agreement, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Provider pursuant to any Applicable Law, including any order, rule or decision of a Governmental Authority.** To the extent Customer is obligated to report and pay any applicable taxes or regulatory fees to a governmental authority, Customer hereby indemnifies Provider against any and all claims arising out of Customer's failure to do so.

(C) Fraud. It is the parties' express intention that Customer, and not Provider, will bear all risk of loss arising from any unauthorized or fraudulent usage of Services provided to Customer. Provider reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse or similar use thereof of which Provider becomes aware or has a reasonable basis to suspect, provided, however, that any such action will be consistent with applicable federal, provincial, state and local laws, rules, and regulations, and provided further that the failure to take any such action will not limit Customer's responsibility or liability for any fraudulent or other unlawful or otherwise prohibited usage of the Services.

(vi) Call Recording Features. Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the Agreement, Customer agrees and acknowledges that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations vary between federal and state jurisdictions, and between state jurisdictions, and locally. Customer agrees that when using call recording features, it is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction. If Customer uses call recording features from outside the United States, or if a party to the call is located outside the United States, Customer must also abide by all international laws, rules and regulations to call recording. Provider and Provider Parties expressly disclaim all liability with respect to Customer's recording of conversations, and Customer hereby releases and agrees to hold harmless Provider and Provider Parties from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the Services. Customer should carefully review Customer's particular circumstances when deciding whether to use the recording features of the Service, and it is solely Customer's

responsibility to determine whether, and if so under what conditions, the electronic recordings are legal under applicable federal, state or local laws. Provider and Provider Parties are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by Customer or any User or any Contact Center Agent or other representative of Customer, whether legal or illegal. The call recording feature is intended for single person use only. Provider reserves the right to disconnect or modify Customer's service plan if Provider determines, in its sole and absolute discretion, that Customer's usage of this feature is inconsistent with, or in excess of, normal usage patterns of other users of the Services. In some states, Customer are required to obtain consent from all parties to record a phone call. As a result, Customer may need to inform Customer's employees and other Users and third parties whom Customer calls through the Services or who call Customer using the Services that their calls are being recorded. Customer is responsible for obtaining (and where required by applicable law, retaining) records of any and all legally required consents when Customer makes or receives a call with call recording enabled. Customer expressly acknowledges that (i) nothing in this Section 7.5(f)(vi) is provided or should be construed by Customer in any way to be legal advice, and (ii) Provider recommends consultation with Customer's own legal counsel before recording any call.

(vii) Caller Identification Services ("CNAM"). *[This Section does not apply to the CPN Version.]*

(A) Outbound CNAM is available upon request, although Provider reserves the right to provide a default name which will typically be either the name of Customer's enterprise account, or the billing contact for the Services, as provisioned in Provider's systems as of date that the CNAM order is entered. Provider may modify the name submitted to meet regulatory and/or third-party vendor requirements. Upon request, Provider may modify the CNAM in a manner consistent with relevant law. Additional Fees may apply. If Customer prefers for its number not to be displayed, Customer must request initiation of the privacy indicator on Customer's Account. Provider is not responsible for CNAM not operating properly, as Provider (in common with all providers of services similar to the Services) relies on third-party databases and provisioning by the carrier or other third-party provider that terminates the call to the called party. Customer acknowledges and agrees that Provider has no control over, and no liability of any kind for or in relation to the acts or omissions of, such third parties.

(B) The Services provide Customers with the ability to customize its own CNAM information, including the name and phone number presented to the recipient of the call. This feature allows Customer to configure its CNAM data so that all calls from Customer present a uniform name and callback number. Customer is solely responsible for (i) using this feature in a manner that complies with all applicable laws and (ii) obtaining any and all necessary consents in connection with any names and phone numbers that Customer uses in Customer's customized CNAM data. Customer is prohibited from using another person's or entity's name or phone number in Customer's customized CNAM data without such other person's or entity's consent. In the event of any claim made or action related to Customer's unauthorized use of another person's or entity's name or phone number in Customer's customized CNAM data, Customer shall defend and hold harmless Provider for any and all liabilities and damages (regardless of type or kind) alleged or claimed or suffered by Provider as a result of said claim or action.

(viii) "Hold" Music. Customers warrants and represents to Provider that, to the best of Customer's knowledge, any and all Hold Music provided by Customer to Provider for the purpose of uploading to the Service is (a) not in violation of any third party's patent, trademark, copyright, service mark rights, or other intellectual property rights of any kind; (b) is not libelous, obscene or otherwise contrary to the law; (c) does not violate any third party's right of privacy or publicity; and that no claims by third parties alleging violation or breach by Customer of sub-sections (a) – (c) (or the possibility of any such claims) have been brought to Customer's attention. Accordingly, in the event of any claim made or action filed by any person for misrepresentation, content, patent, trademark, service mark, or other copyright or other intellectual property right infringement arising out of the Hold Music provided by Customer to Provider and used with the Services at Customer's request, Customer shall defend and hold harmless Provider and all Provider Parties for all liabilities and damages in any form and of any type alleged by the claimant and/or suffered by Provider as a result of said claim or action.

(ix) Chat Functionality. The chat functionality available through the Services ("Chat Queues") is subject to the following restrictions and limitations:

(A) Web Links Not Scanned. The Chat Feature allows users to share URLs or other forms of web links with one-another via chat. However, Provider does not scan any URLs or web links for malicious code, inappropriate or illegal

content, or any other harmful attributes (including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms; collectively “Harmful Content”). Provider and Provider Parties expressly disclaim any and all liability, and Customer accepts and acknowledges its responsibility for, any and all liability with respect to any Harmful Content contained in any URL or web link shared between Customer’s Users via the Chat Feature. Customer hereby releases and agrees to hold harmless Provider and Provider Parties from and against any and all damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared between Customer’s Users via the Chat Feature.

(B) User Content. Provider does not screen or filter the content of messages, links or attachments sent via the Chat Feature (whether for offensive or illegal content, viruses or otherwise), and Provider does not modify any User content sent using the Chat Feature. As with all other aspects of the Services, Customer assumes full responsibility and liability for the legal and compliant use of the Chat Feature by Customer’s Users and/or any third parties. Provider and Provider Parties expressly disclaim all liability with respect to any content, links or attachments included by Customer and/or Customer’s Users in a Chat Feature message. Message history (for messages sent via the Chat Feature) is retained by Provider and is available, if required, for production in connection with legal proceedings in which Customer may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands; however, the Chat Feature does not currently support account administrators’ ability to export message history without Provider support.

(C) Service Limitations and Disclaimers. Provider and Provider’s affiliates expressly disclaim all liability with respect to any delays in the delivery of messages using the Chat Feature, messages that are not successfully delivered, messages that are deleted or lost, or User errors in the use of the Chat Feature (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, unclear or misleading communications due to the chronological/sequential presentation of chat messages, and/or failure to comply with applicable laws). The Chat Feature does not support the ability to recall a message once it has been sent. While the Chat Feature allows a sender to edit messages that have been sent to other internal Users within Customer’s organization, a sender does not have the ability to edit SMS or other messages once they have been sent to users outside of Customer’s organization.

(g) Customer’s Data and Privacy.

(i) Provider does not own any of Customer’s Data. Provider will handle Customer’s Data in accordance with the terms of the Agreement, this Schedule, Provider’s Privacy Policy, and applicable law. Provider may use or disclose such information, including Data, to, among other things, enforce the Agreement (including this Schedule); provide, support and bill for Services (including disclosure to Provider’s applicable suppliers); respond to or monitor technical issues with the Services; satisfy compliance requirements with respect to Provider’s suppliers and other applicable third parties; protect Provider’s rights or property; and protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, Provider may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not identify Customer. Customer, not Provider, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright and other applicable intellectual [property rights of all Data and, Provider will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. Customer understands and agrees that it will be Customer’s sole obligation to take, and that Customer will take, all measures necessary to protect Customer’s Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services.

(ii) In providing the Services, Provider collects and maintains CPNI. This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which Customer subscribe. Customer’s telephone numbers, name and address are neither CPNI nor (for purposes of the Agreement) Confidential Information. Provider may use CPNI without Customer’s consent to provide the Services, for billing and collection purposes, to protect Provider’s rights or property or to protect users from fraudulent, abusive or unlawful use of the Services, to inbound telemarketing services for the duration of the call, or as required or permitted by law. Provider may also use CPNI to offer additional services of the type that Customer already purchases. Provider does not sell, trade or share Customer’s CPNI with any third parties for marketing purposes, unless Customer authorizes such use.

(h) Lawful Intercept. [This Section does not apply to the CPN Version.] Customer acknowledges that Provider intends to fully comply with the Communications Assistance for Law Enforcement Act (“CALEA”) and similar laws (including without limitation Section VI of Canada’s Criminal Code). By using the Service, Customer hereby agree and consent to Provider’s right, pursuant to lawful request by law enforcement or any Governmental Authority, to monitor and otherwise disclose the nature and content of Customer’s communications if and as required by applicable law, without any further notice to Customer.

(i) SpinSci Services – Special Terms Related to PHI/HIPAA Compliance. [This Section 7.5(i) is only applicable if Customer purchases the SpinSci services in connection with Customer’s purchase of Provider’s Cloud Contact Center service.]

(i) The SpinSci services are not included as “Services” or “Provider Services” under the terms of any BAA between Customer and Provider (i.e., the SpinSci services are not covered under Provider’s BAA with Customer).

(ii) As part of purchasing the SpinSci services, Customer will execute a separate BAA directly with SpinSci to cover the SpinSci services.

(iii) Provider disclaims any liability or responsibility for any breach or violation by SpinSci under the terms of any agreement between Customer and SpinSci (or any other third party), including without limitation the BAA between Customer and SpinSci, related to the SpinSci services.

(iv) Customer must ensure that Customer have obtained all necessary authorizations from Customer’s customers and users to access their PHI.

(j) Limitation of Liability; Third-Party Services.

(i) Limitation of Liability.

(A) Provider will not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, the Services not meeting Customer’s requirements or expectations, hardware failures, interruptions, issues related to any Third Party Service, deletion of files or directories, errors, defects, or delays in operation or transmission, regardless of whether Provider has been advised of such damages or their possibility. Provider will not be liable for any harm that may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and liability exclusions and limitations set forth in this Section and elsewhere in this Schedule are in addition to the warranty restrictions and limitations and exclusions provided for in the Agreement.

(B) Notwithstanding anything to the contrary otherwise set forth herein, the Provider Parties will have no liability whatsoever in the event that Customer has, either under Provider’s direction or Customer’s own actions, misconfigured any telephone, interactive voice response (IVR) or other device connecting to the Service.

(C) Provider’s licensors and vendors are not responsible to Customer for any warranty provided by Provider. Similarly, Provider shall not be responsible to Customer for any breach or violation by SpinSci of the terms of any agreement in place between Customer and SpinSci (including without limitation the BAA between Customer and Provider).

(ii) Third-Party Services. The Services may be compatible with Third-Party Services. While Provider does not disclose or permit access to Customer’s CPNI to Third-Party Services, Customer’s installation or use of Third-Party Services on Customer’s equipment or software could result in Customer’s own disclosure of CPNI. Any purchase, enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between Customer and any Third-Party Service, is solely between Customer and the applicable Third-Party Service provider and further is at Customer’s sole risk. Provider does not warrant, endorse or support Third-Party Services, or provide any advice or guidance to Customer regarding the use of or connection of the Services with any Third-Party Services. If Customer purchases,

enables, or engages any Third-Party Service for use with the Services, Customer acknowledges that the providers of those Third-Party Services may attempt to access and/or use Customer's Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. Customer represents and warrants that Customer's use of any Third-Party Service signifies Customer's independent consent to the access and use of Customer's Data by the Third-Party Service provider, and that such consent, use and access is outside of Provider's control. Provider will not be responsible or liable to Customer for any disclosure, modification or deletion of Data resulting from any such access by providers of Third-Party Services.

(k) Special Terms Applicable to CPN Version. Except as specifically set forth in this Section 7.5(k) or elsewhere in this Schedule, all of the terms of this Schedule apply to both the PPN Version and the CPN Version. However, the CPN Version differs from the standard version of the Services in several important ways, and accordingly, the following terms apply only to the CPN Version (but not to the PPN Version. To the extent that any of the terms below conflict with other terms outside of this Section 7.5(k) with respect to the CPN Version, the terms of this Section 7.5(k) shall control:

(i) Any purchaser of the CPN Version must obtain telecommunications services from a third-party provider. These third-party telecommunications services include, without limitation, (a) Internet access service and (b) dial tone service for Customer's phone numbers, the ability to make or receive external phone calls, calling minutes and usage, long distance and international calling service and rates, and the purchase/acquisition of phone numbers. As a result, all terms of this Schedule that relate to Provider's provision of any *Internet access or telecommunications services* do not apply to the CPN Version.

(ii) For the PPN Version, Provider provides all applicable Session Border Controllers ("SBCs"), which are devices or applications that govern the manner in which phone calls are initiated, conducted and terminated over a VoIP network. However, for the CPN Version, Customer is solely responsible for obtaining, deploying, configuring, managing and maintaining all SBCs, which must be accepted by Provider and validated for interoperability with Provider's unified communications service, which in turn is necessary to connect the CPN Version with the public switched telephone network ("PSTN"). If Customer fail to properly deploy, configure, manage and/or maintain the SBC(s) on Customer's network, then (a) the Services may not function properly, (b) Customer may be susceptible to security attacks, such as Distributed Denial-of-Service (DDoS) attacks, phone fraud, or other forms of cyber security incidents, and the financial, reputational and other losses and damage that may result from such security attacks, and/or (c) Customer's business and operations may be adversely impacted in other ways. It is solely Customer's responsibility to ensure that Customer's SBCs are secure and properly configured, managed and maintained (including all applicable firmware and/or software updates) at all times, and Customer acknowledges and agrees that Provider will not be liable for any loss or damage of any kind that Customer may incur resulting from Customer's SBCs or any other element of Customer's network not provided by Provider. In addition, Customer further agrees that Customer's SBCs connect to Provider and its network, and Customer will be liable for any losses or damages of any kind incurred by Provider, any Provider Party, or another party (including suppliers to Provider) due to Customer's failure to properly deploy, configure, manage or maintain Customer's SBCs or any other element of Customer's network not provided by Provider.

(iii) With the PPN Version, Customer may purchase phone numbers from Provider or port phone numbers to Provider, in either case for use in connection with the Services. However, with the CPN Version, Customer may not purchase phone numbers from, or port phone numbers to, Provider, because with the CPN Version, Customer will have opted to procure telecommunications services from a third party (and not from Provider). As a result, Customer, must import into Customer's Provider Account any of Customer's phone numbers that Customer wishes to use in connection with the Services, and Customer must assign such numbers as part of the configuration and use of the CPN Version. It is solely Customer's responsibility (at Customer's sole cost) to ensure that Customer's phone numbers are properly imported and assigned in Customer's Provider account, and Customer acknowledges and agrees that Provider will not be liable for (a) any loss or delay of any kind that Customer may incur resulting from Customer's failure to properly import or assign Customer's phone numbers in Customer's Provider account or from Customer's failure to successfully export Customer's phone numbers to another provider in the event Customer terminates the Services, or (b) any delay, interruption to, or failure to provide (or Customer's inability to use or access) the Services.

(iv) The Fair Use provisions of Section 7.5(e)(ii) of this Schedule that relate to *calling* plans do not apply to the CPN Version, as Provider does not provide voice connectivity with the CPN Version. However, the Fair Use provisions of Section 7.5(e)(ii) of this Schedule that relate to *messaging* plans do apply to the CPN Version. Therefore, for the CPN Version only, instead of Section 7.5(e)(ii) above, the following terms apply:

(A) Provider may offer messaging plans that are described as including unlimited messages. Provider reserves the right to review usage of any “unlimited” plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 7.5(k)(iv)(C) below without notice to Customer. “Fair Use” means that, with respect to messaging plans, the combined number of outbound messages plus inbound messages does not substantially exceed, in Provider’s reasonable judgment, the average use of all other Provider customers as measured on a per Contact Center agent basis. Usage and associated charges for excess usage will be determined based solely upon Provider’s collected usage information. Fair Use also prohibits any activities that result in excessive usage including, but not limited to, message blasting, transmitting broadcasts, or any activity that disrupts the activities of Provider and/or other Provider customers; provided that, for purposes of clarification, this sentence does not prohibit the use of Provider’s appointment reminder service.

(B) Fair Use assumes that Interactive Voice Responses (IVRs) are built and used with the purpose of queuing calls and logging in agents to manage those activities.

(C) If Customer’s usage exceeds the limits for Customer’s Account (including without limitation any usage limitations associated with SpinSci products, such as permitted monthly interactions) or otherwise exceeds Fair Use, Customer agree that Provider may immediately, in its sole discretion, (i) charge Customer for such excess usage via Customer’s automated payment account or by invoice if Customer have been accepted into Provider’s check paying program, (ii) upgrade Customer to a plan or increase the limits on Customer’s Account to address this excess usage, and/or (iii) suspend Customer’s Account or terminate Customer’s Account upon notice to Customer. Upon any upgrade or increase on the limits of Customer’s Account, Customer will be responsible for the new costs and fees.”

7.6 Potential Price Increases. Provider retains the right, at any time during the Service Term of an Agreement for the Cloud Contact Center Services, to increase the MRC for the Contact Center Services to pass-through price increases imposed on Provider; provided, that in no event shall any such increase exceed Provider’s increased direct costs to deliver the Cloud Contact Center Services to Customer. Provider shall give Customer at least thirty (30) days’ advance written notice of any such price increases.

7.7 Compliance with Laws; Data Protection Laws. Customer’s use of the Cloud Contact Center Services shall at all times comply with all applicable laws, rules and regulations of any governmental authority having valid jurisdiction over Customer, including without limitation Data Protection Laws, as defined below.

(i) Definitions. For purposes of the Cloud Contact Center Services, the following terms shall have the meanings set forth below:

(A) **“Data Protection Laws”** means (1) all governmental laws, codes, rules, orders, and regulations applicable to the collection, storage, use, and other processing of Customer information (including without limitation data privacy laws applicable to Customer or Customer Data); and (2) all industry standards, codes of conduct, and best practices applicable to the collection, storage, use, and other processing of Customer information, including Payment Card Industry (PCI) standards. Data Protection Laws include, without limitation, Massachusetts Regulation 201 CMR 17.00; California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018(CCPA)); California Proposition 24 (also known as the California Privacy Rights Act (CPRA)); the U.S. Health Insurance Portability and Accountability Act of 1996; the Gramm-Leach-Bliley Act (GLBA); the U.S. Health Information Technology for Economic and Clinical Health Act (in each case as amended repealed, consolidated or replaced from time to time); and any other data protection laws and regulations relating to data protection and privacy that apply to Customer’s handling or use of Protected Information.

(B) **“Customer Data”** means all Customer data (including Protected Information) hosted or otherwise stored by Provider in connection with the provision of the Cloud Contact Center Services.

(C) **“Protected Information”** means personally identifiable information (including, without limitation, credit card numbers, individuals’ dates of birth, and tax identification numbers) that is transmitted or maintained in any form or medium by Customer in connection with the Cloud Contact Center Services and which is subject to Data Protection Laws.

(ii) Compliance with Data Protection Laws. Customer acknowledges that at all times it is responsible for understanding and complying with, and Customer agrees to comply with applicable Data Protection Laws in its use of the Cloud Contact Center Services.

(iii) Indemnification by Customer of Provider. Customer shall defend, indemnify, and hold Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all claims under Data Protection Laws relating to Customer's use of Provider's networks and services (including the Cloud Contact Center Services) for the storage and processing or other usage of any kind of Protected Information or any other Customer Data (including Protected Information).

7.8 Early Termination by Provider Due to Termination by Intermedia. In addition to the provisions of the Agreement regarding early termination of the Cloud Contact Center Services, in the event that, at any time during the Service Term for the Cloud Contact Center Services, Intermedia terminates the underlying services it provides to Provider for any reason, then Provider may terminate the Cloud Contact Center Services it is providing to Customer by giving Customer at least sixty (60) days' advance written notice of termination. In the event Provider terminates the Cloud Contact Center Services pursuant to this Section, Customer will pay to Provider all outstanding NRC and the MRC (and any other applicable amounts then due to Provider pursuant to the Agreement) for the Cloud Contact Center Services provided by Provider prior to the date of termination, and thereafter neither Party will have any further liability to the other with respect to the terminated Cloud Contact Center Services.

## ARTICLE 8 – VIDEO SERVICE PROVISIONS

If Customer receives video Services ("**Video Services**") from Provider, then, in addition to the provisions of the applicable Agreement, Customer's use of the Video Services is also subject to the terms and conditions of this Article 8:

8.1 Price Increases. After the first twelve (12) months of the Initial Service Term, the MRC for the Video Services is subject to increase; provided, that in no event shall any such increase exceed Provider's increased direct costs to deliver the Video Services. Should Provider elect to increase the price of some or all of the Video Services provided to Customer, Provider shall give Customer at least thirty (30) days' advance written notice specifying the amount of the price increase.

8.2 Additional Charges. The MRC for Video Services that is specified on Customer's Service Order does not include Applicable Taxes, franchise fees, FCC regulatory fees, broadcast station retransmission fees (aka RTC fees), certain sports programming fees or any charges or fees imposed by a governmental authority on the provision of the Video Services, all of which shall be passed through to Customer as additional line items on Provider's monthly invoice to Customer for the Video Services.

8.3 Channel Line-Up. Provider may at any time and from time to time change the number and/or identity of the signals comprising the Video Services and/or the placement of those signals (aka the "channel line-up"). In connection with providing the Video Services to Customer, Provider and/or its authorized agents and equipment manufacturers may send code updates to Customer's equipment including, but not limited to, cable modems, digital interactive televisions with CableCARDs, MTAs, HD DTAs or other similar equipment at any time. Such code updates may change, add or remove features or functionality of any such equipment or the Video Services.

8.4 Restricted Viewing in Public Areas. Pursuant to the provisions of one or more of Provider's programming agreements with video content providers, Customer may be restricted from showing certain channels available to it via the Video Services in public areas (e.g., meeting rooms, lobbies, exercise rooms, restaurants, etc.). Customer agrees not to display the Video Services in public areas. Provider shall not be liable to Customer or to any third party should Customer violate this restriction.

8.5 Separate Music Licenses. Customer may be required by law to obtain separate music performance license(s) if Customer uses the audio component of the Video Services in public areas (e.g., meeting rooms, lobbies, exercise rooms, restaurants, etc.). Customer is solely responsible for: (a) investigating and determining the need for such license(s); and (b) taking all steps necessary to obtain and pay for such license(s).

8.6 No Unauthorized Distribution. The Video Services provided to Customer are for the sole benefit of Customer and its employees, contractors, agents, and/or end-users who occupy the Service Site. Customer shall not re-sell or allow redistribution

of the Video Services to any third party or to any other location, either in whole or in part, whether directly or indirectly, and whether on an integrated or unintegrated basis. Customer is responsible for all access to and use of the Video Services by means of Customer's equipment and/or internal wiring, whether or not Customer has actual knowledge of or authorizes such access or use. Customer agrees to implement commercially reasonable security measures to prevent unauthorized use of, access to, or redistribution of the Video Services.

8.7 Performance; Technical Support. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Video Services are available twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of the Video Services. Customer understands and agrees that the Video Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary service interruptions for such reasons, as well as all service interruptions caused by Customer's employees, contractors, agents, or end-users, will not constitute failures by Provider to perform its obligations under the Agreement. If Provider responds to a request from Customer for technical support and Provider determines that the problem was due to or caused by Customer or its employees, agents, or end-users, or by Customer's equipment, rather than any aspect of Provider's network or equipment, then Customer shall compensate Provider for its time spent troubleshooting the problem at Provider's then-current rates.

8.8 Right to Audit. Provider may, at any time during the Service Term, upon reasonable advance notice to Customer, enter onto the Service Site to perform an audit verifying that Customer's use of the Video Services complies with the provisions of the applicable Agreement and this Services Addendum. Should Provider reasonably determine, whether through an audit or otherwise, that Customer's use of the Video Services has violated any provision of the Agreement or this Services Addendum, Customer agrees to immediately correct the violation.

8.9 Cooperation with Technology Upgrades. During the Service Term it is possible that technological changes, improvements or enhancements will make it necessary for Provider to substitute new/different equipment at Customer's Service Site in order for Customer to continue receiving the Services. Customer agrees to reasonably cooperate with Provider in connection with any such technology upgrades.

## ARTICLE 9 – CLOUD HOSTING SERVICE PROVISIONS

If Customer receives Cloud Hosting Services ("**Cloud Hosting Services**") from Provider, then, in addition to the provisions of the applicable Agreement, Customer's use of Provider's Cloud Hosting Services is also subject to the terms and conditions of this Article 9:

9.1 Incorporation of 11:11 Systems Documents. Provider's Cloud Hosting Services are provided through and by a third-party provider called 11:11 Systems. Customer's use of the Cloud Hosting Services is subject to the following policies established by 11:11 Systems, which are incorporated herein by this reference:

- (a) The Service Schedule posted on the 11:11 Systems website at the following URL: <https://1111systems.com/legal/service-schedule> (the "**Cloud Hosting Service Schedule**"); and
- (b) The Acceptable Use Policy posted on the 11:11 Systems website at the following URL: <https://1111systems.com/legal/acceptable-use-policy/> (the "**Cloud Hosting AUP**").

For purposes of this Services Addendum, all references in the Cloud Hosting Service Schedule and the Cloud Hosting AUP to "11:11 Systems" shall be deemed to be references to "Provider." Both the Cloud Hosting Service Schedule and the Cloud Hosting AUP may be updated at any time and from time to time without notice to Customer. Customer understands and agrees that it is Customer's responsibility to review both the Cloud Hosting Service Schedule and the Cloud hosting AUP with reasonable frequency to keep abreast of any changes. Customer's continued use of the Cloud Hosting Services after any update to the Cloud Hosting Service Schedule and/or the Cloud Hosting AUP shall constitute Customer's agreement to the revised terms and conditions of the Cloud Hosting Service Schedule and/or the Cloud Hosting AUP, as applicable.

9.2 Potential Price Increases. Provider retains the right, at any time during the Service Term of an Agreement for Cloud Hosting Services, to increase the MRC for the Cloud Hosting Services to pass-through price increases imposed on Provider; provided, that in no event shall any such increase exceed Provider's increased direct costs to deliver the Cloud Hosting Services to Customer. Provider shall give Customer at least thirty (30) days' advance written notice of any such price increases.

9.3 Software Licenses; Audit Rights. Customer expressly acknowledges that in connection with Customer's use of the Cloud Hosting Services and/or as a requirement for Customer to be able to use the Cloud Hosting Services, Provider may provide Customer with a license or the right to use certain software under the terms of a separate license from a third-party licensor. **CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE ARE LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE REGARDING THE PERFORMANCE OR FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST PROVIDER. PROVIDER DOES NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING ANY RELATED SERVICES THAT MAY BE AVAILABLE FROM THE THIRD-PARTY LICENSOR OR OTHERWISE) DISTRIBUTED BY PROVIDER IN CONNECTION WITH THE CLOUD HOSTING SERVICES, AND PROVIDER HEREBY DISCLAIMS AND EXCLUDES ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY, WHETHER AT COMMON LAW, IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.** At reasonable intervals and upon at least five (5) days' prior notice to Customer, Provider shall have the right to audit the records of Customer that document software licenses purchased or used by Customer in connection with Customer's use of the Cloud Hosting Services. Customer shall cooperate reasonably (and at its own expense) with Provider's exercise of the audit rights set forth in this Section.

9.4 Compliance with Laws; Data Protection Laws. Customer's use of the Cloud Hosting Service shall at all times comply with all applicable laws, rules and regulations of any governmental authority having valid jurisdiction over Customer, including without limitation Data Protection Laws, as defined below.

(a) Definitions. For purposes of the Cloud Hosting Services, the following terms shall have the meanings set forth below:

- (i) **"Data Protection Laws"** means (A) all governmental laws, codes, rules, orders, and regulations applicable to the collection, storage, use, and other processing of Customer information (including without limitation data privacy laws applicable to Customer or Customer Data); and (B) all industry standards, codes of conduct, and best practices applicable to the collection, storage, use, and other processing of Customer information, including Payment Card Industry (PCI) standards. Data Protection Laws include, without limitation, Massachusetts Regulation 201 CMR 17.00; California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018(CCPA)); California Proposition 24 (also known as the California Privacy Rights Act (CPRRA)); the U.S. Health Insurance Portability and Accountability Act of 1996; the Gramm-Leach-Bliley Act (GLBA); the U.S. Health Information Technology for Economic and Clinical Health Act (in each case as amended repealed, consolidated or replaced from time to time); and any other data protection laws and regulations relating to data protection and privacy that apply to Customer's handling or use of Protected Information.
- (ii) **"Customer Data"** means all Customer data (including Protected Information) and software hosted or otherwise stored by Provider in connection with the provision of the Cloud Hosting Services.
- (iii) **"Protected Information"** means personally identifiable information (including, without limitation, credit card numbers, individuals' dates of birth, and tax identification numbers) that is transmitted or maintained in any form or medium by Customer in connection with the Cloud Hosting Services and which is subject to Data Protection Laws.

(b) Compliance with Data Protection Laws. Customer acknowledges that at all times it is responsible for understanding and complying with applicable Data Protection Laws in its use of the Cloud Hosting Services. In addition, and consistent with (and without limiting) this general obligation, Customer further agrees that:

- (i) Customer shall use the Cloud Hosting Services to store or transmit Protected Information only in compliance with applicable Data Protection Laws;
- (ii) Customer shall not use the Cloud Hosting Services for the storage or transmission of Protected Information unless the Protected Information has been secured by Customer so as to render it unusable, unreadable, or indecipherable to unauthorized individuals through the use of valid encryption processes or other applicable safeguards; and
- (iii) Customer shall utilize processes on all Protected Information to be transmitted or stored using the Cloud Hosting Services to ensure that the Protected Information is encrypted (1) during transmission to and from storage using the Cloud Hosting Services, and (2) at all times while stored using the Cloud Hosting Services.

(c) Indemnification by Customer of Provider. Customer shall defend, indemnify, and hold Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all claims under Data Protection Laws relating to Customer's use of Provider's networks and services (including the Cloud Hosting Services) for the storage and processing or other usage of any kind of Protected Information or any other Customer Data (including Protected Information).

#### 9.5 Recommendation to Maintain Other Cop(y/ies) of Customer Data.

(a) Acknowledgement of Recommendation. Customer acknowledges that the Cloud Hosting Services are not intended to be used as the sole repository for any Customer data or information (including, without limitation, Customer Data and Protected Information) or software, and that Customer is advised to maintain a separate copy or copies of all Customer data and information (including, without limitation, Customer Data and Protected Information) and software stored by Provider in connection with the Cloud Hosting Services on servers other than those provided or maintained by Provider (or Provider's contractor(s)) in connection with the provision of the Cloud Hosting Services.

(b) No Liability for Lost or Damaged Data. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THE AGREEMENT FOR CLOUD HOSTING SERVICES, UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY TO CUSTOMER FOR OR IN RESPECT OF (i) THE COSTS OF RELOADING, REPLACING, OR RECREATING ANY LOST OR DAMAGED INFORMATION, DATA OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY CUSTOMER DATA AND/OR PROTECTED INFORMATION), OR (ii) THE LOSS OF ANY INFORMATION, DATA OR SOFTWARE IN ANY WAY TRANSMITTED OR STORED USING PROVIDER'S NETWORKS OR SERVICES (INCLUDING, WITHOUT LIMITATION, THE CLOUD HOSTING SERVICES).

9.6 Early Termination by Provider Due to Termination by Hosting Vendor. In addition to the provisions of the Agreement regarding early termination of the Cloud Hosting Services, in the event that, at any time during the Service Term for Cloud Hosting Services, 11:11 Systems (the third-party vendor that is providing the Cloud Hosting Services to Provider), terminates the services it provides to Provider for any reason, then Provider may terminate the Cloud Hosting Services it is providing to Customer by giving Customer at least sixty (60) days' advance written notice of termination. In the event Provider terminates the Cloud Hosting Services pursuant to this Section 9.6, Customer will pay to Provider all outstanding NRC and the MRC (and any other applicable amounts then due to Provider pursuant to the Agreement) for the Cloud Hosting Services provided by Provider prior to the date of termination, and thereafter neither Party will have any further liability to the other with respect to the terminated Cloud Hosting Services.

#### 9.7 Effect of Termination.

(a) Destruction of Data Upon Termination. Within ninety (90) days after the expiration or earlier termination of the Agreement for Cloud Hosting Services, Provider will destroy all Customer Data hosted or stored by Provider in connection with the



Cloud Hosting Services in accordance with the NIST 800-88 data destruction standards. During the ninety (90) day period between the expiration or earlier termination of the Agreement for Cloud Hosting Services and destruction of the Customer Data, Customer is responsible for migrating the Customer Data to a new location at Customer’s sole risk, cost and expense, and Customer acknowledges that once Customer Data has been destroyed by Provider, it can no longer be recovered or otherwise restored. Upon the expiration or earlier termination of a Service Order for Cloud Hosting Services, Customer may request and prepay Provider for a period not to exceed 90 days during which Provider will not destroy the Customer’s Data (a “**Transition Period**”). Customer may also request that Provider assist with the migration of Customer’s Data either prior to the expiration or earlier termination of the Agreement or during the Transition Period. Provider’s continued hosting or storage of Customer Data during a Transition Period and any migration assistance provided by Provider shall be subject to the Parties’ execution of a new order or an amendment to the original Services Order (either, a “**Transition Services Order**”), and further shall be at Customer’s expense, as provided for in the applicable Transition Services Order. **Customer acknowledges that in the absence of a duly executed Transition Services Order, all Customer Data stored by Provider as part of the Cloud Hosting Services will be irretrievably destroyed in the manner specified in the first sentence of this Section 9.7(a).**

(b) Cessation of Software Use. Immediately upon the expiration or earlier termination of the Agreement for Cloud Hosting Services, Customer shall uninstall and discontinue all use of any software in respect of which a software license was provided by Provider pursuant to the terminated or expired Agreement or otherwise in connection with Customer’s use of the Cloud Hosting Services.

9.8 Service Level Agreement for Cloud Hosting Services. This Section 9.8 constitutes the service level agreement (“**SLA**”) applicable to the Cloud Hosting Services. Customer expressly understands and agrees that Provider’s service level agreements for lit fiber services and/or for wavelength and dark fiber services, do not apply to the Cloud Hosting Services. Instead, the SLA set forth in this Section 9.8 is the only SLA applicable to the Cloud Hosting Services.

(a) Infrastructure and Service Availability. Provider shall use commercially reasonable efforts to make sure that the Cloud and Datacenter Resources are available each calendar month according to the table below.

Service	Availability
Bare Metal	100%
Colocation	100%*
IaaS (Astound Cloud and Astound Secure Cloud)	100%
BaaS (Astound Secure Cloud Backup)	100%
DRaaS (Astound Secure Disaster Recovery as a Service)	100%
Astound Secure Cloud Backup for Office 365	100%
Astound Secure Cloud Object Storage	100%

\*This colocation availability SLA is exclusively applicable to infrastructure provided by Provider, and it applies only if the Customer provided equipment supports dual power connected to redundant A+B power circuits.

The Cloud Hosting Services will be deemed unavailable if (1) the Customer can neither transmit nor receive data to or from the Cloud Hosting Services (where the inability to transmit or receive data is confirmed by way of Customer documentation that verifies said inability is due to an issue with Provider’s equipment), and (2) such inability has been communicated to Provider in sufficient detail to enable Provider to open a case in respect thereof. The Cloud Hosting Services shall not be deemed unavailable (without limitation) in the event of any one or more of the following:

- (i) Any circumstances whatsoever which are not within the reasonable control of Provider or its subcontractor(s);
- (ii) Force Majeure events;
- (iii) Virus activity and/or hacking attempts;
- (iv) In accordance with a court order or any requirements of any authority or other competent local authority;
- (v) Periods of scheduled or emergency maintenance on Provider-provided infrastructure of which the Customer has been notified;
- (vi) Failure or malfunction of the Customer's (or Customer's end-user's) connection to the Provider Network (e.g. via the public internet or the Customer's own network) or related problem beyond the Provider Network Demarcation Point;
- (vii) Failure or malfunction of equipment, software, or other technology not owned or controlled by Provider;
- (viii) Failure to comply with any terms of the then-current Cloud Hosting Service Schedule and/or Cloud Hosting AUP;
- (ix) Failure or malfunction caused by Customer over-provisioning Reserved Resources in excess of the specifications set out on the Work Order;
- (x) A malfunction that results from inconsistencies in the environment or unavailability that result from changes in the Customer's source environment, including either intentional or accidental connection or disconnections to the environment;
- (xi) A malfunction that results from any action or inactions of Customer or any third party;
- (xii) A malfunction that results from anyone gaining access to the Cloud Resources by means of Customer's passwords or equipment;
- (xiii) Any failure to restore an environment from a Cloud Backup file chain in Astound Cloud Services (Astound Secure Cloud Backup with Veeam only); or
- (xiv) Unavailability of any management console or APIs.

In the event Customer experiences unavailability or any other problems with Customer's Cloud Hosting Services, Customer must contact Provider's network operations center ("**NOC**") and open a Trouble Ticket regarding the problem. The duration of any unavailability or other failure to meet the target metrics set forth in this SLA commences when Customer opens a Trouble Ticket regarding the problem and ends when the problem has been resolved and the Cloud Hosting Services are again functioning properly.

(b) Cloud Storage Service Performance.

(i) Storage Performance Target. Provider may offer different storage types with targeted performance according to the following chart:

Storage Type	Average Performance	Average Response Time Target (Read/Write)
Advanced/Accelerated Storage	500 IOPS per TB	1 ms (millisecond)
SSD Storage	2000 IOPS per TB	1 ms (millisecond)

(ii) Storage Performance Limits. The storage is capable of very high IOPS, and that enables Provider to allow Customers to occasionally burst IOPS over the guaranteed aggregated average IOPS for no additional charge. However, if Provider determines, in its sole discretion, that the Customer's IOPS bursting is excessive or detrimental to overall storage performance, then, Provider will notify the Customer about the excessive bursting and work with the Customer to: (1) correct the issue causing the excessive bursting, or (2) upgrade to the next available storage tier. If the Customer and Provider cannot come to a resolution



within 30 days after the notice, Provider shall, at its sole discretion, rate limit such IOPS until the Customer can correct the issue causing the excessive bursting.

(c) DRaaS Service Performance.

(i) Recovery Time Objective (RTO). Once the Customer has completed a successful test of the then-current Recovery Plan with Provider’s involvement, Provider shall use commercially reasonable efforts to ensure that Failover occurs at the average rate of 1 Virtual Machine per minute; and

(ii) Recovery Point Objective (RPO). Customer's RPO is determined and reflected based on settings in the replication engine software, and, as a result, Provider can only offer guarantee on best efforts in assisting Customer to achieve that RPO dependent on Customer’s bandwidth and configuration.

Type	SLA
Recovery Time Objective (RTO)	Average of 1 Virtual Machine per Minute
Recovery Point Objective (RPO)	Based on Recovery Group settings

(d) Technical Ticket Response Service Performance. Provider shall use commercially reasonable efforts to make sure that the Technical Ticket Response Management process adheres to the Targets set out in the chart below.

Severity	Description	Initial Response Target	Resolution Target	Response Target
Severity 1	<u>Production system down:</u> A service is "down" or there is a critical impact to the customer's business operations.	< 15 mins	< 2 hrs	100%
Severity 2	<u>System impaired:</u> Customer's business has moderate loss or degradation of services and can reasonably continue in an impaired or restricted manner.	< 30 mins	< 4 hrs	100%
Severity 3	<u>General guidance:</u> Customer has a general question or need help using an Astound product/service.	< 2 hrs	< 16 hrs	100%

(e) Billing Credits. If Provider does not meet its obligations under the terms of this SLA during a particular month during the Service Term, Provider shall, at the Customer’s request, provide the applicable service credit (“**Credit**”) set out in the chart below. The Credits in this Section shall not apply to Customers that have contracted with Provider through either a Veeam Service Agreement or a third party Reseller.

Condition	Billing Credit
Monthly Uptime Percentage < 100.00% and >= 99.95%	1% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource
Monthly Uptime Percentage < 99.95% and >= 99.00%	5% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource

Monthly Uptime Percentage < 99.00% and >= 98.00%	10% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource
Monthly Uptime Percentage < 98.00%	15% of Monthly Service Fee Billed for Affected Cloud/Data Center Resource

The following conditions must be met to be eligible for Credits:

(i) To be eligible for any SLA-related Credit, Customer must be current in its financial obligations to Provider. A Credit shall be applicable and issued only if the aggregate amount of Credits for the applicable monthly billing cycle is greater than ten dollars (\$10 USD). Provider shall only apply Credit against future payments otherwise due from Customer. Credits are not transferable or redeemable for cash. Credits may not be transferred or applied to any other account.

(ii) To request a Credit, the Customer must submit a written request for the Credit to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the Credit occurred. Customer’s request must include the following information: (1) Customer name and contact information; (2) Trouble Ticket number(s); (3) the date and beginning/end time of the claimed outage or failed SLA metric; and (4) a brief description of the characteristics of the claimed outage or failed SLA metric. If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related Credit for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such Credit. The Credits provided by this SLA are Customer’s sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Cloud Hosting Services to which this SLA applies.

(iii) All claims for SLA-related Credits and other remedies are subject to evaluation and verification by Provider. Upon receiving a claim for SLA-related Credit or other remedy, Provider will evaluate the claim and respond to Customer within thirty (30) days. If Provider requires additional information in order to evaluate Customer’s claim, Provider will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Provider’s request for additional information in which to provide the requested information. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Provider will promptly notify Customer of Provider’s resolution of each Customer claim. If Customer’s claim for an SLA-related Credit or other remedy is rejected, the notification will specify the basis for the rejection. If Customer’s claim for a Credit is approved, Provider will issue the Credit to Customer’s account, to appear on the next monthly invoice. Provider’s good faith determination regarding whether or not a Credit is due shall be final.

(iv) Total Credits for any given calendar month shall not exceed 100% of the MRC for the affected Cloud Hosting Services. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable Credit amount. This SLA will not apply and Customer will not be entitled to any Credit under this SLA for any impairment of the Cloud Hosting Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer’s end-users, or other persons authorized by Customer to access, use or modify the Cloud Hosting Services; (ii) the failure of or refusal by Customer to reasonably cooperate with Provider in diagnosing and troubleshooting problems with the Cloud Hosting Services; (iii) scheduled service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Provider; or (v) Force Majeure Events.

#### ARTICLE 10 – DARK FIBER SERVICE PROVISIONS

If Customer receives dark fiber Services (“**Dark Fiber Services**”) from Provider, then, in addition to the provisions of the applicable Agreement, Customer’s use of Provider’s Dark Fiber Services is also subject to the terms and conditions of this Article 10:

10.1 Grant of License. Beginning on the Service Commencement Date for each segment of dark fiber (as determined pursuant to the applicable provisions of the Agreement), and continuing through the Service Term of the Agreement, Provider grants to Customer, and Customer accepts from Provider, a license (the “**License**”) to use the specified number of dark fiber strands on the

segment(s) specified in the Agreement (the “**Licensed Fibers**”) by accessing same solely at the A Location and Z Location end points (the “**End Points**”) specified in the Agreement. Customer is not permitted to access the Licensed Fibers at any location other than the End Points. The License does not include any right on Customer’s part to: (i) own, control, possess, encumber, repair or maintain, or cause or permit any lien to attach to the Licensed Fibers, any Provider-owned equipment, or any other property of Provider; or (ii) use or access any of the other fiber optic strands that may be in the same cable bundle as the Licensed Fibers.

10.2 Route of Licensed Fibers. Provider shall at all times have full and complete discretion to choose the route along which the Licensed Fibers are installed between the End Points. That route will not necessarily be the most direct route between the End Points. Provider may, from time to time, elect to change the route along which the Licensed Fibers are installed. So long as the technical specifications for each Fiber Route continue to be met, Customer shall have no authority to approve or disapprove of any particular installation route. In the event of any route relocation, Provider shall use commercially reasonable efforts to minimize the disruption to Customer’s use of the Licensed Fibers.

10.3 Provider’s Retained Rights. Provider retains the exclusive right to provide services using, or to sell or lease to other customers or end-users any fibers (other than the Licensed Fibers) contained in the same cable bundle as the Licensed Fibers. Provider shall not use the Licensed Fibers during the Service Term of the Agreement.

10.4 Standard Technical Specifications. Provider’s dark fiber will typically comply with the following specifications: (i) the maximum bi-directional average splice loss shall not exceed 0.15 dB; and (ii) the attenuation shall not exceed 0.25 dB/km when measured at a wavelength of 1550 nm. If the Agreement contains different technical specifications from those listed above, the technical specifications set forth in the Agreement will control.

## ARTICLE 11 – REMOTE VIRTUAL OFFICE SERVICE PROVISIONS

If Customer receives remote virtual office Services (“**Remote Virtual Office Services**”) from Provider, then, in addition to the provisions of the applicable Agreement, Customer’s use of Remote Virtual Office Services is also subject to the terms and conditions of this Article 11:

11.1 Component Services. Provider’s Remote Virtual Office Services comprise a combination of Advanced Security with SD-WAN Services (see Article 3), Hosted Voice Services (see Article 5), Video Conferencing Services (see Article 6), as well as any other optional add-on Services selected by Customer as specified in the applicable Agreement. Accordingly, the provisions of this Services Addendum that apply to the component Services comprising Remote Virtual Office Services also apply to the Remote Virtual Office Services.

11.2 End-Users.

(a) In General. Provider’s Remote Virtual Office Services are available for purchase by Provider’s business customers with the intention that the business customer will deploy the individual seat packages to members of its end-user work force. Provider’s Remote Virtual Office Services are intended to permit those end-users to perform their work activities from their homes or other locations that are geographically separate from the Customer’s office space. Thus, the actual users of Remote Virtual Office Services will generally be the Customer’s employees and/or contractors (the “**End-Users**”).

(b) No Contractual Relationship Between End-Users and Provider. Notwithstanding that the End-Users will be the actual users of Remote Virtual Office Services, there is no contractual relationship between Provider and any one or more of the End-Users. Instead, the contractual relationship with respect to the Remote Virtual Office Services is solely between Provider and the Customer that executes the Agreement with Provider for the Remote Virtual Office Services. Customer is responsible to Provider for all activities performed by its End-Users using the Remote Virtual Office Services, including any unauthorized or illegal use or activities, and including the repair and/or replacement of any equipment (whether owned by Provider or Customer) that is damaged while in the End-User’s possession. Accordingly, it is Customer’s responsibility to ensure that all of Customer’s End-Users comply with the terms of the Agreement and this Services Addendum, and any other applicable Provider policies.



(c) Technical Support for End-Users. Provider does not provide direct technical support for Remote Virtual Office Services to any End-Users. Instead, Provider will provide any needed technical support only to Customer directly. It is solely Customer's responsibility to provide technical support to its own End-Users.

11.3 Underlying Internet Connection Required. Remote Virtual Office Services are cloud-hosted Services that require an underlying Internet connection in order to operate. The underlying Internet connection does not need to be provided by Provider; it may be provided by any Internet access provider. However, the Remote Virtual Office Services will not function if the End-User does not have an active connection to the Internet. Customer expressly acknowledges and agrees that each End-User is responsible for obtaining and maintaining his/her own underlying Internet access connection, and that Provider has no liability or responsibility whatsoever for any End-User's Internet access connection.

11.4 Performance of Remote Virtual Office Services. Because Remote Virtual Office Services rely on the End-User's Internet connection to operate, the performance each End-User of the Remote Virtual Office Services experiences at any given time may vary and fluctuate depending on the attributes of that End-User's underlying Internet access connection.

11.5 Purchased Equipment. Remote Virtual Office Services may require the purchase of certain auxiliary equipment, such as headsets, HD video cameras, desktop phones, tablets, or other devices (the "**Purchased Equipment**"), that become the property of Customer upon delivery of the equipment to the End-User. Upon the End-User's acceptance of the Purchased Equipment, the Purchased Equipment shall become and remain Customer's personal property. As between Provider and Customer, Customer shall be solely responsible for the repair and maintenance of all Purchased Equipment and any and all obligations and liabilities associated therewith. **CUSTOMER ACKNOWLEDGES THAT THE PURCHASED EQUIPMENT IS NOT MANUFACTURED BY PROVIDER AND THAT PROVIDER DOES NOT SUPPORT AND SHALL HAVE NO MAINTENANCE OBLIGATIONS OR OTHER LIABILITY REGARDING SAME.** PROVIDER WILL EITHER DELIVER THE MANUFACTURER'S WARRANTY FOR THE PURCHASED EQUIPMENT DIRECTLY TO CUSTOMER OR PASS THE MANUFACTURER'S WARRANTY THROUGH TO CUSTOMER AS-IS, DEPENDING ON THE APPLICABLE MANUFACTURER'S POLICY. PROVIDER HEREBY ASSIGNS TO CUSTOMER ALL OF THE MANUFACTURERS' WARRANTIES AND INDEMNITIES RELATING TO THE PURCHASED EQUIPMENT TO THE EXTENT PROVIDER IS PERMITTED BY THE MANUFACTURER TO MAKE SUCH ASSIGNMENT TO CUSTOMER. SUCH ASSIGNMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS IMPOSED BY THE MANUFACTURER WITH RESPECT THERETO. CUSTOMER'S REMEDY FOR DEFECTIVE PURCHASED EQUIPMENT SHALL BE AS SET FORTH IN THE APPLICABLE MANUFACTURER'S WARRANTY, WHICH IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF AN EQUIPMENT WARRANTY. PROVIDER DOES NOT EXTEND ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EITHER TO CUSTOMER OR TO CUSTOMER'S END-USERS, FOR ANY PURCHASED EQUIPMENT PURCHASED BY CUSTOMER, NOR SHALL PROVIDER HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S (OR ITS END-USERS') USE OF (OR INABILITY TO USE) THE PURCHASED EQUIPMENT. Any questions concerning or requests for maintenance or repair of the Purchased Equipment should be directed to the manufacturer of the Purchased Equipment at issue. If Purchased Equipment impairs use of the Remote Virtual Office Services by Customer or any End-User, Customer will remain liable for payment of the Fees for the Remote Virtual Office Services. If, at Customer's request, Provider attempts to resolve difficulties caused by Purchased Equipment, Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services on a time and materials basis.

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