# IT VOICE SERVICE TERMS AND CONDITIONS

**These Terms and Conditions will apply to your services upon any service purchase, renewal, upgrade, or additional service purchase from Slappey Communications d/b/a IT Voice (IT Voice") and/or its affiliates.**

These IT Voice Service Terms and Conditions (these "**Terms**"), together with any applicable Order Document(s) and applicable Supplemental Terms (collectively, the "**Agreement**"), constitute a binding agreement between IT Voice and/or its Affiliates (together, "**Provider**") and Customer (each a "**Party**") under which Provider provides Customer access to Provider's Services. Customer accepts and agrees to be bound by the Agreement by executing an Order Document or by using Provider's Services.

1. **DEFINITIONS**. Unless otherwise defined in the Agreement, capitalized terms have the following meaning:

"***Affiliate***" means an entity that controls, is controlled by, or is under common control with a Party. For this definition, "control" means direct or indirect ownership of more than 50% of the voting interests of the subject entity.

"***Aggregate Data***" means anonymized and de-identified data derived from the data of multiple customers of Provider (including Customer Data) for the purpose of summarizing information.

"***Applicable Laws***" means all applicable local, state, provincial, federal, and international laws and regulations.

"***Authorized User***" means any Representative or other person or entity acting on Customer's behalf who is authorized by Customer to use the Services and who has been supplied with access to the Services either by Customer or by Provider at Customer's request.

"***Beginning of Service Date***" means the first day on which Provider begins processing billing for Services provided to Customer.

"***Carrier Cutover Date***" means the date applicable carrier services (or internet, LEC, or other similar services) have been activated, the Internet or Network is operational, and Customer telephone numbers have been ported for use with the Services.

"***Confidential Information***" means information designated by a Party or a Party's Affiliate as being confidential or private, or would under the circumstances be reasonably understood by the Receiving Party to be confidential, and that is disclosed by a Party, its Affiliates, or their respective Representatives (the "***Disclosing Party***") to the other Party, its Affiliates, or their respective Representatives (the "***Receiving Party***"), regardless of the form of disclosure. Confidential Information includes, but is not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans. Confidential Information shall not include information that the Receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the Receiving Party, (b) was known to the Receiving Party as of the time of its disclosure, (c) is independently developed by the Receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party.

"***Content***" means any information provided by Provider through its Services.

"***Customer***" means the legal entity that executes an Order Document or uses the Services.

"***Customer Data***" means any information, including Personal Information, uploaded, provided, or made accessible to Provider by Customer or Authorized Users (or by Provider on behalf of Customer) to use the Services.

"***Documentation***" means Provider's user guides, training manuals, instructions, usage information, and other similar documentation, as updated or revised by Provider from time to time, that Provider provides to Customer (i) within the Service or (ii) at one of Provider’s websites or portals (or a successor site that Provider may designate from time to time).

***“Effective Date”*** means the first day of the month following completion of the Equipment Cutover Date, the Carrier Cutover Date, the Managed IT and Cloud Transition Date, and the Other Services

Transition Date. Provider reserves the right to invoice the Customer for partial and full Services delivered by Provider prior to the Effective Date.

"***Equipment Cutover Date***" means the date equipment is installed and functional at Customer's location.

"***Expenses***" means any reasonable, preapproved expenses described in an Order Document or otherwise as being reimbursable to Provider by Customer, that Provider actually incurs while providing Customer the Services. Provider's reimbursable Expenses include (as applicable) postage fees, wire transfer fees, and other out-of-pocket administrative costs.

"***Intellectual Property***" means all trade secrets, Inventions, patents and patent applications, trademarks and service marks (whether registered or unregistered and including any goodwill acquired in such marks), trade names, trade dress, copyrights, moral rights, rights in Inventions, and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world.

***"Interim Service Period"*** means the time period between the Beginning of Service Date and the Effective Date.

"***Invention***" means any work of authorship, invention, know-how, device, design, algorithm, software code, method, process, improvement, concept, idea, expression, or discovery, whether or not copyrightable or patentable and whether or not reduced to practice.

"***IT Voice***" means Slappey Communications, LLC, a Texas limited liability company with offices located at 4260 Cahaba Heights Court, Suite 100, Birmingham, Alabama 35243.

***"Managed IT and Cloud Transition Date***" means the date cloud and IT Services have been activated and Provider begins providing the cloud and managed IT Services.

"***Order Document***" means a Sales Order, scope of work, service agreement, or other document used to purchase Services from Provider.

***"Other Services Transition Date***" means the date any Services other than those already defined have been activated and Provider begins providing the other Services.

"***Personal Information***" means any information that relates to an identified or identifiable natural person or that reasonably could be used to identify that person, or other data or information defined as personal information under Applicable Laws.

"***Provider Technology***" means the technology and Intellectual Property used in providing the products and services offered by Provider, including computer software programs, websites, networks, and equipment. Provider Technology does not include Third-Party Applications.

"***Representative***" means a director, officer, employee, consultant, advisor, representative, or agent of the subject party.

"***Sales Order***" means Provider's sales order form that describes the Services, Professional Services, and support plans ordered by Customer and the fees, certain Expenses, and other specified terms.

"***Service(s)***" means the Provider service offering(s) specified in the applicable Order Document.

"***Supplemental Terms***" has the meaning provided in Section 15 of these Terms.

"***Term***" has the meaning provided in Section 8 of these Terms.

"***Third-Party Applications***" means computer software programs and other technology that are provided or made available to Customer by third parties.

2. **THE SERVICES.** Each service may be governed by additional terms that describe usage and additional obligations of the Parties with respect to that particular Service only. Section 15 contains descriptions of Provider's services and links to their corresponding Supplemental Terms. Supplemental Terms for services that Customer does not purchase, or use do not apply to Customer.

a. **Use of the Services**. Provider delivers Cloud, VoIP, networking, managed IT, security, and other services on a subscription basis. Provider hereby grants a nonexclusive, nontransferable, worldwide right to access and use the Service(s) during the Term to Customer, solely for Customer's internal business operations. All other rights are reserved by Provider. Customer will not be granted access

to Services that are not included in an Order Document signed by Customer and accepted by Provider, except as otherwise provided in the Agreement.

b. **Customer's Account**. Customer access the Service(s) will be provided through an account enabled by Provider ("***Account***"). Customer shall designate a specific person or persons authorized by Customer to manage and support the Account, including the creation of usernames and passwords for Authorized Users. Customer is soley responsible for maintaining the status of its Authorized Users. Customer and its Authorized Users shall maintain the confidentiality of all usernames, passwords, access, and Account information under their control. Provider shall not be responsible for unauthorized access to the Account, except to the extent caused by Provider's breach of the Agreement, including its obligations under Section 5. Customer must notify Provider promptly if (i) Customer reasonably believes the Account has been compromised, including any loss, theft, or unauthorized access, use, or disclosure of Account information or (ii) Customer believes any other breach of security in relation to Customer's Account information or the Services may have occurred or is reasonably likely to occur.

c. **Provider's Responsibilities**. Provider shall: (i) track uptime statistics and, as applicable, provide status updates via email or customer portal or an equivalent replacement; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (1) planned downtime (scheduled with at least 1 day advanced notice and at a time intended to minimize the impact to Provider and customers); (2) any disruption of Services caused by circumstances beyond Provider's reasonable control, including internet service provider, voice carrier, or local network failures or delays or denial of service attacks against which Provider maintains commercially reasonable prevention controls; (3) lack of functionality due to firewalls, switches, software or any other services provided by third parties or Customer that are necessary for proper functioning of the Services or features of the Services; (iii) provide its standard support for the Services to Customer at no additional charge, or upgraded support if purchased separately; and (iv) conduct its business in compliance with Applicable Laws. Nothing in the Agreement shall preclude Provider from providing services to others which may result in competitive computer programs techniques, products and documentation, whether or not such materials are similar to materials developed by Provider pursuant to the Agreement.

d. **Customer's Responsibilities**. Customer shall (i) ensure Customer's configuration and set up of the Services is accurate and complete at all times; (ii) ensure the Services are compatible with Customer's business and systems requirements; (iii) ensure the accuracy and completeness of all information provided by Customer in connection with the Services (billing information, purchase orders, etc.); and (iv) be responsible for the provision, maintenance, and use of Customer's hardware, network, internet connectivity, and software. Customer shall comply with the Acceptable Use Policy available at www.itvoice.com, with all Documentation, and with all Applicable Laws. Customer shall ensure Authorized Users and Representatives of Customer (and, if Customer enables its Affiliates to use the Services, its Affiliates, their Authorized Users, and their Representatives) comply with all Customer obligations under the Agreement. Customer shall be responsible for the acts and omissions of its Affiliate's Authorized Users and Representatives as though they were Customer's own Authorized Users and Representatives. Customer recognizes that they are responsible for all of their actions and the safe keeping of all pertinent information and recognizes that some of the actions they may take would be irreversible and information that they have would not be able to be restored by Provider (including but not limited to encryption, keys, passwords, pins, codes, deleted files, tokens, deleted information, etc.). Customer shall ensure that all of Customer's officers, employees, contractors, or anyone interacting with Provider on Customer's behalf do so in manner that is professional, courteous, and in the spirit of a partnership-relationship.

e. **Customer Obligations**. Customer shall (a) grant to Provider all appropriate administrator access to equipment, systems, and portals, and (b) maintain all necessary media, license keys, and vendor contact numbers and provide such information to Provider when needed. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT THE PRESCRIBED BACKUP SCOPE COVERS ALL REQUIRED CUSTOMER DATA. Customer will immediately notify Provider upon learning of any significant problem with the performance of the network. Customer will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation and supportability of its systems and infrastructure. Customer may be responsible for performing tasks required for data security and retention. Customer will notify Provider within a commercially reasonable time of any changes in Customer's key personnel.

f. **Customer Affiliates**. Customer may allow its Affiliates to use the Services. Unless Provider accepts an Order Document from an Affiliate or otherwise agrees in writing, all use of the Services by

Customer's Affiliates will be under Customer's Account, Customer (not the Affiliates) will be invoiced for the Services, and Customer shall pay all invoices to Provider. When an Affiliate of Customer uses the Services, all references to "Customer" in the Agreement relating to access or use of, or restrictions or limitations on access or use of, the Services shall also refer to the Affiliate. Only the entity specified on an Order Document may (i) take any action to enforce such entity's rights and obligations arising from the Agreement, or (ii) request technical support for such entity with respect to the Services.

g. **Provider Affiliates.** Provider may perform the Services itself or through any of its Affiliates. When an Affiliate of Provider provides the Services, all applicable references to "Provider" in the Agreement shall refer to such Affiliate. Provider is responsible for its Affiliates' compliance with the terms of the Agreement, and for their acts and omissions of its Affiliates as though they were those of Provider. Customer shall pay all invoices to whichever of Provider or Provider's Affiliate that issued the invoice. IT Voice may invoice on behalf of its Affiliates. Provider's Affiliate(s) responsible for providing the invoiced service shall be identified on all Customer invoices.

h. **Subcontractors**. Provider may use subcontractors to perform the Services and Provider shall be responsible for the acts and omissions of such subcontractors.

i. **Restrictions**. Customer shall use the Services only as set forth in the Agreement, and the Documentation and shall not use the Services for the benefit of any third party. Customer shall not (i) reverse assemble, reverse engineer, decompile, or attempt to derive source code from Provider's services, Content, or Provider Technology; (ii) reproduce, modify, create, or prepare derivative works of Provider's Content, Provider Technology, or Documentation; (iii) distribute or display Provider's Content, Provider's Technology, or Documentation other than to Authorized Users; (iv) share, sell, rent, lease, or otherwise distribute access to Provider's services (except to Customer's Affiliates as expressly permitted in Section 2(e)), or use Provider's services to operate any timesharing, service bureau, or similar business; (v) alter, destroy, or otherwise remove any proprietary notices within Content, Provider Technology, or Documentation; or (vi) disclose the results of any benchmark tests to any third parties without Provider's prior written consent.

j. **Unsupported APIs and Third-Party Application Integrations**. Provider may cease to support older APIs and functionality with respect to specific Third-Party Applications as of the date specified in the Documentation in accordance with Section 9(b)(i)(2) of these Terms. The following sections of these Terms will not apply to Customer's continued use of such APIs or functionality beyond the specified date: (i) support obligations in Section 2(c)(iii), (ii) warranty obligations in Section 9(b)(i) (*Provider's Warranties*) and (iii) any support or warranty obligations or any timeliness or accuracy guarantees set forth in any applicable Supplemental Terms.

k. **Use Monitoring**. Provider reserves the right to review the usage of all Services (including, by way of example and not limitation, hosted, VOIP, SIP, faxing, data-retention, data-backup, license usage, and any other applicable services) to ensure that Customer is not abusing such plans. Customer understands that unlimited plans or plans that do not specify a usage amount are to be used for normal business use only. Customer shall not employ methods or devices to take advantage of the plans by using the Services excessively or for means not intended by Provider. Customer agrees that Provider has the right to terminate the Service or charge additional fees if Customer's usage is abnormal as determined in Provider's sole discretion.

l. **Charges for Additional Services**. Any service(s) not identified and included in the Order Document(s) will not be included within the price and will be the sole responsibility of the Customer. Provider assumes no liability or responsibility for service(s) not identified or included. For the avoidance of doubt, any time spent recovering from a cyber incident is not included within any of the standard services offered by Provider and the time spent on those efforts would be chargeable to the Customer.

m. **Equipment Services.** Provider may provide any equipment-based Services with a mixture of used, refurbished, and new equipment as determined in Provider's sole discretion.

n. **Provider Access & Information**. Customer shall give Provider remote, administrative access to all of the necessary equipment and or portals through any of Customer's relevant network equipment and services (firewalls, routers, switches, cloud appliances, etc.). Customer acknowledges it will incur additional charges if Provider's access capabilities are modified or limited in any way by Customer's equipment, services, employees and/or other technology vendors. Customer shall participate with and deliver required materials and information to Provider on a

timely basis and Customer shall be solely responsible for any delays and/or additional expenses incurred by either Party as the result of Customer's failure to do so. Customer shall be solely responsible for, and shall have sole control over, the content of any information passing through Customer's network.

o. **Support & Maintenance Coverage.** Support and maintenance coverage shall be provided during normal business hours (Monday through Friday 8:00 AM to 5:00 PM, Customer local time). Support and maintenance coverage shall only cover the specific equipment, users, and scope of work as outlined in the Order Document(s). Unless otherwise included, all non-labor costs, including hardware, software, accessories, and consumables are not covered by the Agreement. Equipment maintenance coverage does not include any damage from physical breakage or acts of nature. Provider may replace any broken equipment covered by the maintenance coverage with used equipment as Provider deems necessary. Customer understands that support and maintenance coverage will be limited on any end of life ("***EOL***") products. Maintenance and support on EOL products will be limited to Provider's reasonable efforts. If Provider cannot fix an issue with an EOL product, the Customer may (a) pay to upgrade that portion of the solution or (b) abandon that portion of the solution. Fees and Expenses for additions, moves, and changes will be invoiced to Customer. Any Services provided that are not included in the scope of the Agreement will be invoiced to Customer on a time and materials basis. Provider shall be entitled to rely on all oral and written orders and instructions issued by Customer, its employees, or agents, including, without limitation, instructions to initiate work and/or perform work and incur expenses on Customer's account. On-site services not included within the scope of Services will be invoiced a trip charge (for Customer's within 1 hour of one of Provider's locations) in addition to the hourly charges which will begin when Provider's staff arrives at the Customer's place of business and will end when the staff member leaves the Customer's place of business (Customers who are more than 1 hour away from one of Provider's locations, will be invoiced for all travel time in addition to the work performed on-site). Support requests will be answered by Provider in the order in which they are received. Remote support services not included within the scope of services will be charged to Customer in quarter-hour increments (i.e., for each quarter hour or portion thereof) per incident. On-Site Support services not included within the scope of services will be charged to Customer in one-hour increments (i.e., for each hour or portion thereof) including travel time. Support for

solutions not purchased from Provider will be limited to reasonable effort support, may require engagement with a third party, and may result in additional charges to Customer.

p. **Standard Operational Hours**. Operational hours for Provider's hosted systems are 5:00 AM to 10:00 PM Central Time. The period between 10:00 PM and 5:00 AM Central Time is reserved for maintenance, repairs, and backup procedures.

q. **Quantities**. The Service Fees set forth in the Order Document(s) only includes the specific items outlined in the document and may not be inclusive of all users, systems, equipment, or infrastructure in use by Customer. Customer will be invoiced by Provider for all applicable users, systems equipment, and infrastructure provided with the Services (which may result in an increase to the estimate given by Provider). Customer may add additional users, systems, equipment, and infrastructure to the Agreement subject to additional one-time and/or monthly charges.

r. **Adherence to the Law.** It is solely the responsibility of the Customer to make sure the configuration, use, and policies of the Customer adhere to all applicable laws and regulations. Customer acknowledges that Provider and Provider's software(s) may come with configurations which may need to be modified to meet the specific legal requirements that the Customer is subject to. This includes but is not limited to any laws regarding recording, recorded data, reporting, identity, AI usage, targeting, and voiceprints.

s. **Special Equipment Requirements**. In a co-managed, a la carte, data backup, or other IT services in which Customer retains part of the systems management, Customer shall not make any changes to equipment or solution(s) for which the Provider has management responsibilities. Any required changes (including, without limitation, to software versions, patches, connectivity, configurations, warranties, underlying operating systems, etc.) shall be coordinated with Provider, which may result in additional charges to Customer. If changes are not coordinated with Provider and the function of Provider's solution(s) is affected thereby, Provider will invoice Customer for the time and expense incurred by Provider to restore the solution(s).

t. **System Integrations.** Any integrations between Provider's systems and Customer's systems shall be solely for convenience and Provider is not required to continue or maintain this functionality and may disconnect or discontinue this functionality at any time. Furthermore, if Provider chooses to

make any changes to their systems, Customer agrees to promptly cooperate with Provider to make any necessary changes on their systems, at Customer's expense so allow this functionality to continue.

u. **Software & Solution Substitution.** At Provider's sole discretion, Provider may change any software or solution being used for Customer Services for other software or solution which in Provider's sole discretion meets similar requirements as the originally deployed software or solution for those Services. This shall apply in all instances whether or not the software or solution was identified by name on any order documents. This is in place to allow Provider a continuity of offerings and handle the ever-changing landscape and evolution of information technology and cybersecurity demands.

3. **PROPRIETARY RIGHTS**

a. **Provider's Intellectual Property**. Provider does not convey nor does Customer obtain any right in the programs, systems, data or materials utilized or provided by Provider in the performance of the Agreement (together with, but not limited to, their source codes and related documentation and instructions); *provided, however,* that Customer shall have a perpetual, royalty-free license to use for Customer's internal business purposes any and all programming deliverables described on the applicable Order Document from and after full payment to Provider of all amounts due. Provider shall hold all right, title, and interest in and to all techniques, methods, ideas, products, and programs developed by it in connection with the performance of the Agreement. Provider retains and owns all right, title, and interest in Services, Content, Provider Technology, the Documentation, Provider's Confidential Information, and all enhancements or improvements to, or derivative works of, the foregoing, including any Intellectual Property rights therein. Nothing in the Agreement transfers or conveys any ownership interest in Provider's Intellectual Property to Customer.

b. **Customer's Intellectual Property**. Customer retains all ownership rights in Customer Data and Customer's Confidential Information, including any Intellectual Property rights therein. Nothing in the Agreement transfers or conveys any ownership interest in or to the Customer Data or Customer's Confidential Information to Provider. Notwithstanding the foregoing, Provider may

create Aggregate Data (as defined in Section 4(b) (*Aggregate Data*)), and shall own all right, title, and interest in Aggregate Data, both during and after the Term of the Agreement.

4. **PRIVACY AND SECURITY**

a. **Use of Customer Data**. Customer Data may be used, retained, and disclosed by Provider solely to (i) provide the Services; (ii) provide customer support; and (iii) comply with Applicable Laws. Personal Information of any employee or authorized Customer Representative (i.e., names and email addresses) are not included in Customer Data and Customer's Confidential Information collected or received by Provider in connection with the procurement or use of, or payment for, the Services. Provider shall use such Personal Information as provided in the Provider Privacy Policy available at www.itvoice.com, which describes how to manage individual communication preferences.

b. **Aggregate Data**. Aggregate Data may be generated, created, and used by Provider for any lawful purposes. Personal Information relating to Customer, Authorized Users, Customer's clients or customers, or other information that could reasonably identify a natural person or Customer shall not be included in Aggregate Data.

c. **Protection of Customer Data, Personal Information, and Confidential Information**. Each Party is responsible for complying with Applicable Laws (including, without limitation, applicable data protection legal requirements) in connection with the Agreement. Provider shall prevent unauthorized release, access, destruction, modification, or disclosure of Customer Data, Confidential Information, or Personal Information by implementing and maintaining commercially reasonable technical, administrative, and physical safeguards and security methods. Provider's security methods may be updated, upgraded, changed, or supplemented as determined in Provider's sole discretion, which may require Customer to take action for continued use of the Services. Customer is responsible for advising Provider of any compliance requirements necessary for operation of Customer's business and Provider will assist Customer in meeting such requirements through installation and maintenance of technology solutions. Customer shall validate that deployment and use of such solutions meet Customer's compliance requirements. Notwithstanding the foregoing, Customer acknowledges that Customer is solely responsible for its compliance with HIPAA, PCI, and all other applicable regulatory data security requirements.

Customer is solely responsible for implementing and monitoring appropriate operational and security procedures and backup requirements selected by Customer and for making backup copies of all data.

d. **Call Recordings**. Provider shall be allowed to record calls between Provider and Customer for the purposes of quality assurance, technical troubleshooting, and other applicable uses. Customer agrees to accept this as notice of such recording.

e. **Notices**. Provider shall notify Customer without undue delay in accordance with Applicable Laws of unauthorized use, access or disclosure of any Customer Data or Customer's Confidential Information in Provider's control, including incident information required under Applicable Laws or reasonably requested by Customer to allow Customer to comply with its obligations under Applicable Laws. Provider shall use commercially reasonable efforts to identify the cause of the incident and remediate the cause within Provider's systems to the extent within Provider's reasonable control.

5. **CONFIDENTIAL INFORMATION**

a. **Use of Confidential Information**. Except as provided for in the Agreement, the Receiving Party shall not make any disclosure of the Disclosing Party's Confidential Information to anyone other than the Receiving Party's employees who have a need to know in connection with the Agreement. The Receiving Party shall notify its employees of their confidentiality obligations with respect to the Disclosing Party's Confidential Information and shall require its employees to comply with these obligations.

b. **Disclosures Required by Law**. If any Applicable Laws or judicial or administrative order requires disclosure of any of the Disclosing Party's Confidential Information by the Receiving Party, if legally permitted the Receiving Party shall promptly notify the Disclosing Party in writing before making any such disclosure, to allow the Disclosing Party to protect its Confidential Information. The Receiving Party shall cooperate with the Disclosing Party, at the Disclosing Party's reasonable expense, in seeking and obtaining protection for the Disclosing Party's Confidential Information. In the absence of a protective order, the Receiving Party may disclose only that portion of the Confidential Information that is legally required to be disclosed.

6. **FEES AND PAYMENT**

a. **Fees**. Customer shall pay all fees specified in each Order Document and applicable Expenses. Subscription fees will be invoiced to Customer in advance. Payment obligations are non-cancelable and fees and expenses paid are non-refundable. Provider may provide one or more invoices for the services and invoices may be issued by any combination of IT Voice and its Affiliates. Any cost saving estimates given by Provider are not guaranteed. Prices for goods are based on use or trade-in value of Customer's existing cable and communications equipment where appropriate. All pricing is for informational purposes only until approved by the Parties in a signed Order Document. Unless expressly specified otherwise in any Order Document, all fees, rates, and estimates exclude Taxes (as defined in Section 6(e)) and shipping and handling charges.

b. **Ancillary Fees**. Customer shall be responsible, and Provider will invoice, for fees and Expenses related to the following: (i) time spent by Provider to resolve functionality issues arising under Section 2(c)(2); and (ii) as provided in the Supplemental Terms.

c. **Payment**. Provider's pricing is based upon built in discounts for Customer's agreement to use autopay. If Customer removes autopay, Customer agrees to pay all additional fees associated with the removal of autopay. Notwithstanding the foregoing, Customer shall pay all invoiced fees and Expenses within ten (10) days after the invoice date unless otherwise agreed by Provider in writing. Customer payments will be applied to the oldest invoice first. If an invoice remains unpaid thirty (30) days after the invoice date a finance charge of 1.5% (18% per annum) will be applied. All payments will be made via Provider's online portal. Additional fees will apply if Customer requires paper invoices.

d. **Subscription Plans**. Customer's subscription plan for the Service is specified in the applicable Order Document. A Service subscription total price cannot be reduced during the Subscription Term.

e. **Taxes**. Customer is responsible for any applicable sales, transfer, use, excise, value-added, or similar taxes, levies, duties, fees, surcharges, and other gross receipts-based tax imposed against or on products and services, payable with respect to Customer's order of Services required or permitted to be collected by any local, state, or federal jurisdiction ("**Taxes**"). Customer shall be responsible for any such Taxes and shall either (i) remit such Taxes to the Provider or (ii) provide

Provider with a certificate or other proof acceptable to Provider evidencing an exemption from such Taxes. In the event the Provider fails timely to invoice Taxes on taxable goods or services covered by the Agreement, the Provider shall promptly notify Customer after discovery and Customer shall remit such Taxes to Provider.

f. **Fee Increases**. Charges for Services are based on the rate(s) and tariff(s) charged to Provider and Provider's vendor(s). Should any vendor rate(s), element(s), or other costs charged to Provider increase during the Term of the Agreement, Provider may increase the rate charged to Customer in an amount equal to 1.3x the underlying cost increase ("Provider Rate Increase"). In addition, all Service charges are subject to a five percent (5%) annual rate increase (unless the rate of inflation is higher, in which case the Consumer Price Index rate of inflation (specifically the CPI-U) will be used as the rate increase percentage for that year). Notwithstanding the foregoing, in the event of any change in applicable law, regulation, decision, rule or order that materially affects Provider's ability or cost to provide the Services, Provider may modify this Agreement (and any Services or Service charges provided hereunder) upon prior written notice to Customer. Unless otherwise agreed in writing, Service fees may be increased by Provider notifying Customer of such increase at least thirty (30) days prior to the price increase. Such notice may be in the form of an invoice or other form of notice used by Provider to communicate with Customer. Additional fees for any upgrade or any additional Service ordered by Customer; and the expiration of any discount or incentive programs to which Customer was previously entitled do not constitute fee increases.

g. **Attorneys' Fees**. Provider shall be entitled to recover its attorneys' fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of the Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof.

h. **Security Deposit**. Customer will deliver to Provider a deposit equal to the amount of the monthly subscription fee for the Services (the "***Security Deposit****")*. The Security Deposit is not an advanced payment of fees or Expenses or a limit on Provider's damages in the event of Customer's breach of the Agreement. Provider is not required to segregate the Security Deposit from other funds or pay any interest on the Security Deposit. Without prejudice to any other remedies, Provider may apply the Security Deposit to unpaid invoices or against any damages suffered by Provider as the result of a Customer Breach. At Provider's demand, Customer shall replenish any portion of the Security

Deposit applied by Provider. Upon termination of the Agreement, Provider will refund the Security Deposit (or any remaining balance) to Customer within 120 days.

7. **SERVICE SUSPENSION AND DISPUTES**

a. **Generally**. Provider shall endeavor to resolve with Customer any circumstance that results in the exercise of Provider's suspension rights as reasonably practicable under the circumstances. Bases for suspension include, without limitation, the following: (i) a material risk caused by Customer, its Affiliates, or its or their Authorized Users or Representatives to the security or performance of the Services, Customer, or any other Provider customer or business partner; (ii) use of the Services in violation of the Agreement; or (iii) Customer is delinquent in its payment obligations for any undisputed amounts. In the case of payment delinquency, Provider shall notify Customer (including by phone or email to Customer's business contact) at least five (5) days before suspending the applicable Service. For any other suspension, Provider shall make a good faith effort to contact and provide notice to Customer in advance. Payment of undisputed amounts will be considered delinquent if not received within 15 days after the invoice date. Provider acknowledges that suspending the Services is a significant action. Provider shall exercise this remedy only in good faith and as necessary to resolve the issue giving rise to the suspension.

b. **Effect of Suspension**. Upon a suspension of Services, Customer (i) shall remain responsible for all fees and charges for suspended Services and other Services to which Customer continues to have access, if any; and (ii) Customer will not be entitled to any compensation or credit for any period of suspension, unless the suspension was due to Provider's error or omission.

c. **Billing Disputes**. Billing disputes must be asserted by Customer in writing to Provider within thirty (30) days after the date of the invoice giving rise to the dispute. Any invoice, or portion thereof, not disputed in writing within such thirty (30) day period shall be deemed accepted by Customer and conclusively binding, and Customer waives and forfeits any right to dispute, contest, or seek a credit, refund, or adjustment of such invoice thereafter. Customer shall pay all undisputed portions of any disputed invoice when due; a dispute will not be considered made in good faith unless Customer has timely paid all undisputed amounts on the invoice. Suspension rights, termination rights and interest on late payments will not be exercised by Provider if

Customer's dispute of charges is timely, reasonable and in good faith and Customer reasonably cooperates with Provider to resolve the dispute.

d. **Service Disputes**. If Customer believes any Services delivered by Provider are of a lesser quality than set forth in the Agreement, Customer must notify Provider in writing, delivered by certified letter return receipt requested, outlining the problem and Customer's desired outcome. Provider will have thirty (30) days from receipt of Customer's letter to bring the Service quality up to the agreed level. If Provider cannot resolve said issues within such thirty (30) day period, and the Parties are unable to reach a mutually acceptable plan for resolution then, as Customer's sole remedy, the Service fees associated with the affected Service(s) will be reduced by 20% until the Service(s) is returned to the agreed level(s).

8. **TERM AND TERMINATION**

a. **Agreement Term**. The term of the Agreement (the "***Term***") begins on the Effective Date of the initial Subscription Term for the first Service purchased and ends on the date of termination or expiration of the final Subscription Term.

b. **Subscription Terms**. Customer may purchase subscriptions to one or more Services. The effective period of each subscription is a "***Subscription Term***", which will begin on the subscription's "***Effective Date***" and ends five (5) years after its Effective Date, unless otherwise specified in the Order Document. At the end of the then-current Subscription Term, each Service subscription will automatically renew for the same period length as first subscribed (a "***Renewal Subscription Term***") until either Party delivers written notice of cancellation or nonrenewal at least 180 days prior to the end of the then-current Subscription Term.

c. **Subscription to Upgraded and Additional Services**. If Customer upgrades or adds any Service during a Subscription Term, then the Subscription Term for the upgraded or added Service will extend the Subscription Term of any existing subscriptions which would expire sooner to have the same end date of the upgraded or added Service. Fees for the upgrade or addition will be added to the then-current subscription Service fee. The Subscription Term for any upgraded or additional Service that Customer subscribes to will begin on the Effective Date for that Service and Customer

will be charged additionally for the applicable activation and annual Service subscription fee for the upgraded or additional Service. If Customer upgrades the tier of Service purchased, renews a Service, or purchases an additional Service, then all Services to which Customer subscribes under these Terms will be subject to the then-current Terms and applicable Supplemental Terms.

d. **Termination for Breach or Cause**. Either Party may terminate the Agreement or any affected Service by notice to the other Party upon the other Party ceasing to operate in the ordinary course, making an assignment for benefit of creditors, or becoming the subject of any bankruptcy, liquidation, dissolution, or similar proceeding that is not resolved within sixty (60) days of filing. Provider may terminate the Agreement if Customer materially breaches its obligations under the Agreement. Material breach by Customer includes the following by way of example and not limitation: (1) Customer is unable to resolve any material issue leading to suspension of Services arising from the acts or omissions of Customer, its Affiliates, or their Authorized Users or Representatives within thirty (30) days following notice of suspension; or (2) Customer's use of the Services in violation of Applicable Laws; or (3) Customer fails to fulfill any of Customer's Responsibilities; or (4) Customer fails to make the payments due in a timely manner. If Provider terminates the Agreement or any Service because of Customer's material breach, no prepaid amounts will be refunded to Customer, and Customer will be responsible for the Early Termination Charges.

e. **General Effects of Termination**. Upon any termination of the Agreement: (i) all of Customer's rights under the Agreement immediately terminate (with the exception of those surviving termination, as described below); and (ii) Customer shall pay early termination charges equal to one hundred percent (100%) of the Subscription fees for the remainder of the Subscription Term (the "**Early Termination Charges**"). Early Termination Charges shall be paid within thirty (30) days after delivery of Customer's termination notice or immediately upon receipt of Provider's invoice for same. Transitional services or information shall not be provided by Provider until Early Termination Charges are paid in full. All provisions that by their nature should survive termination of the Agreement will do so (including, by way of example and not limitation, payment obligations, indemnification and defense obligations, and duties of confidentiality).

f. **Return of Equipment and Transfer of Contracts**. Upon any termination of the Agreement Customer may either relinquish all equipment owned by Provider or enter into a new agreement

with Provider for continued service. If Provider has been required to enter into third-party contracts (software, licensing, subscriptions, pre-purchased products, etc., collectively "**Contracts**") to ensure Customer receives uninterrupted Services, Customer shall be solely responsible for any Contracts which extend beyond the termination date by either transferring the Contracts into the Customer's name or paying the termination fees associated with such Contracts. Regardless Customer shall pay Provider for one (1) month of service beyond the termination date to provide continuity of services for Customer and allow ample time for Provider to terminate any underlying services and remove Provider's equipment and software.

g. **Assistance with Offboarding**. In the event of a customer offboarding or transitioning services away from Provider, Customer agrees to pay all fees, including any Early Termination Charges, before requesting any offboarding information or assistance from Provider (including but not limited to run books, passwords, list of services, specific client information, etc.). Once all charges and fees have been paid, Provider shall provider the information which is exclusive to client (and no other customer of Provider) to Customer, but may withhold such information until such time as it has been paid. Any work beyond the handoff of information shall be billable to Customer.

9. **WARRANTIES**

a. **Mutual Warranties**. Each Party represents and warrants to the other Party that (i) it has the authority to enter into and perform its obligations under the Agreement; (ii) the Agreement does not conflict with any other agreement entered into by it; (iii) it does not conduct business for any unlawful purpose; and (iv) it is not on the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons; Her Majesty's Treasury, Asset Freezing Unit's Consolidated List of Financial Sanctions Targets; the European Union's consolidated list of persons, groups, and entities subject to EU financial sanctions; or any similar list of embargoed or blocked persons applicable to persons or entities in the jurisdiction of such Party's domicile or use of the Services.

b. **Provider's Warranties**. Provider offers the following warranties for the Services:

i. The Services provided to Customer under the Agreement will perform in all material respects in accordance with its applicable, then-current Documentation; (2) subject to Section 4(c), neither a Service nor its features or functionality will be materially reduced during a Subscription Term (*provided, however*, reductions may take effect upon expiration of a Subscription Term with at least ninety (90) days' written notice to Customer); and (3) Provider will use commercially reasonable efforts to ensure the Provider Technology provided to Customer contains no computer virus, Trojan horse, worm, or other similar malicious code; *provided, however*, Provider does not warrant that the Provider Technology is free from all bugs, errors, or omissions.

ii. The warranties in this Section 9(b) do not apply to the extent that the Service, systems, or software have been modified by persons other than Provider's employees or persons authorized by Provider.

c. **Disclaimer of Implied Warranties**. Except as expressly provided in the Agreement, the Services are provided on an "as-is" and "as available" basis, and neither Party makes any warranties of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by Applicable Laws.

10. **INDEMNIFICATION**

a. **Indemnification Clause**. Customer shall indemnify and defend Provider and its Affiliates and their respective directors, officers, and employees against Losses incurred as a result of a third-party demand, claim, or action that (1) Customer's use of the Service in breach of the Agreement infringes the Intellectual Property rights of a third party; (2) results from Customer's breach of its obligations under the Agreement; or (3) results from Customer's violation of Applicable Laws.

b. **Process**. The obligations of Customer to defend or indemnify Provider under this Section 10 are subject to the following: (i) the Provider must promptly inform the Customer of any claim or action within the scope of the Customer's defense or indemnity obligations set forth in the Agreement in

writing, provided that Customer shall not be excused from its indemnity obligations for failure to provide prompt notice except to the extent that the Customer is prejudiced by any such failure to provide prompt notice; (ii) the Customer shall be given exclusive control of the defense of such claim and all negotiations relating to its settlement, except that the Customer may not, without Provider's approval, (A) make any admissions on the Provider's behalf or (B) settle any such claim unless the settlement unconditionally releases the Provider of all liability; and (iii) the Provider must reasonably assist the Customer in all necessary respects in connection with the defense of the claim, at the Customer's expense. The Provider may participate in the defense of the claim at its sole cost and expense.

c. **Exclusive Remedy**. This Section 10 states the Customer's sole liability and the Provider's exclusive remedy with respect to Infringement and any third-party claim or action described in this Section. This Section does not apply to any direct claims between the Parties.

11. **MODIFICATIONS**

a. **Modification**. To accommodate changes in Provider’s business or products, Provider may change (without notice) these Terms, the Acceptable Use Policy, or any Supplemental Terms from time to time. The revised provisions will become effective and binding three business days after posting. If Customer does not agree to such updated terms, Customer must notify Provider in writing within thirty (30) days after such update is posted. Provided Customer Provides such notice, Customer’s licensed usage will continue to be governed by the terms and conditions of the Agreement prior to modification for the remainder of the then-current term. Upon renewal, the updated Agreement on Provider’s website will apply.

b. **Renewal Modification**. The modifications will become effective (without notice) for each Service affected by the changes upon renewal of such Service. Customer may avoid the applicability of the changes only by cancelling the renewal of Customer's subscription prior to commencement of the Renewal Subscription Term.

c. **General**. Customer will be bound by the modifications as of the effective dated stated in the Modification Notice.

12. **EXCLUSION OF CERTAIN CLAIMS; LIMITATION OF LIABILITY**

a. **Exclusion of Certain Claims. In no event shall either Party be liable to the other Party or any other party for cost of cover or any consequential, indirect, special, punitive, incidental, exemplary, or lost profits damages of any kind, whether foreseeable or unforeseeable. The previous sentence will not apply to (i) instances of gross negligence or willful misconduct, (ii) a Party's breach of its privacy, security, and confidentiality obligations set forth in Section 4 and Section 8, (iii) to a Party's misappropriation of the other Party's intellectual property rights, or (iv) to a Customer's indemnification obligations.**

b. **Limitations of Liability. Except as otherwise provided in these Terms, in no event shall Provider's aggregate liability to Customer exceed the fees paid or payable by Customer to Provider under the Agreement during the thirty (30) day period immediately preceding the event giving rise to the claim. Provider will have no liability to Customer if technology or human failures cause any disruption to Customer, any injury to persons or property, losses (including any loss of business or data losses), damages, claims or demands of any kind or nature, including, but not limited to, use or inability to use the service or equipment, reliance by any user or customer on any data provided or obtained through use of the Services or equipment (including any AI produced content), any interruption, defect, error, virus, ransomware, cybercrime, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with the Agreement. In no event shall Provider be liable to Customer, any user, or any of their respective employees or agents, or any third party, for any indirect, incidental, special, consequential, or punitive damages.**

c. **Limitation of Claims**. Notwithstanding any statute or law to the contrary, and except with respect to claims of infringement or misappropriation of Intellectual Property of the other Party, neither Party may bring any claim relating to the Agreement more than one (1) year after the events giving rise to the claim occurred.

d. **General**. These exclusions and limitations apply even if the remedies are insufficient to cover all the losses or damages of such Party, its Affiliates or, in the case of Customer, Authorized Users. Without these limitations, the fees for the Service(s) would be significantly higher. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some or all the above exclusions or limitations may not apply, and the Parties may have additional rights.

13. **SALES GUARANTEES**

a. **30-Day Money-Back Guarantee.** The 30-Day Money-Back Guarantee only applies to new Customers. In the event that the Customer is dissatisfied with the services rendered within the 30-day period from the Beginning of Service Date, Provider will issue a full refund of the Security Deposit and the first month's service fee. Customers wishing to initiate this process should direct their request to support@itvoice.com

b. **Calls Always Answered by a Tech.** Our policy guarantees that all telephonic service inquiries via the Customer support line (1-804-IT-VOICE) will be directly received by a technical support representative during normal business hours, excluding holidays.

c. **Risk-Free Trial**: The Risk-Free Trial only applies to new Customers. A Customer can opt out anytime within the first three months from the Beginning of Service Date without penalty as the initial three-month period shall operate on a month-to-month basis for all new Customers. During this term, a 60-day written notice is required for termination. Subsequent to this initial term, the agreed-upon contract term length will commence.

d. **Never Leave a VM**: We guarantee that when a Customer calls our Customer support line (1-804-IT-VOICE) during normal business hours, they will never have to leave a voicemail. In the off chance that you do, we will provide you with a $25 credit on your next invoice. If you experience this, please report it to billing@itvoice.com within 30 days with the date and time of the voicemail. (Note: if you choose to leave a voicemail via our automated prompts, this does not apply.)

e. **Price Match:** To receive a price match, a Customer must present Provider with a copy of the proposal from a legitimate competitor. To be consider a legitimate competitor the competitive

company must regularly provide the proposed services, must have been in business for longer than 2 years, must be a true 3rd party from the customer with no ownership, family, or other connections to customer, and must employee at a minimum 20 full time employees and must have more than five million dollars in annual revenue. The competitive quote must provide the exact same products and services (apples to apples) which are being proposed by Provider. If Provider is unable to match the price of a legitimate competitor's price then Provider will pay to the Customer $100.

f. **100% Satisfaction Guarantee**: The 100% Satisfaction Guarantee only applies to new Customers. In the event that the Customer is dissatisfied with the services rendered within the 30-day period from the Beginning of Service Date, we will issue a full refund of the Security Deposit and the first month's service fee. Customers wishing to initiate this process should direct their request to support@itvoice.com

14. **MISCELLANEOUS**

a. **Compliance with Laws.** Each Party shall at all times comply with all Applicable Laws, including, without limitation: anti-corruption laws, including, to the extent applicable, the U.S. Foreign Corrupt Practices Act of 1977, as amended; federal immigration and hiring laws.

b. **Relationship of the Parties**. The Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between the Parties.

c. **Third-Party Applications**. Provider shall not be responsible for and does not in any way endorse any Third-Party Applications or websites linked to by Provider's website or the Services.

d. **Publicity**. Neither Party shall issue any public statement regarding the Agreement without the other Party's prior written consent. Unless a Party has specifically notified the other Party to the contrary in writing, either Party may use the name or logo of the other Party or its Affiliates to identify such other Party as a customer or vendor (as the case may be) in accordance with that Party's provided marketing guidelines.

e. **Non-Solicitation**. Customer acknowledges that Provider has invested substantial expense in terms of time and money spent on advertising, screening, testing, training, and experience development of its personnel, in addition to the consequential impact an employee may have on the revenue activity to Provider. Customer shall not to solicit, hire or otherwise contract with any employee and/or independent contractor of Provider without the expressed written consent of Provider while said employee and/or independent contractor is in the employment or contract of Provider or within two (2) years after leaving employment of Provider. Customer further agrees to indemnify and compensate Provider for liquidated damages that may be suffered by Provider relevant to the impact of their solicitation of the employee. The liquidated damages for breach of this clause shall not be less than $100,000.00. This Section 13(e) shall survive the termination of the Agreement.

f. **Governing Law, Jurisdiction and Venue**. Provider and Customer agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be settled by the courts in Jefferson County Alabama, and shall apply Alabama law to the merits of any dispute or claim, without reference to conflicts of law rules. Customer hereby consents to the personal jurisdiction of the state and federal courts located in Jefferson County, Alabama for any action or proceeding arising from or relating to this Agreement or relating to any matters in which Provider and Customer are participants.

g. **Equitable Relief**. Each Party acknowledges that damages may be an inadequate remedy if the other Party or its Affiliates or their Representatives (or, in the case of Customer, Authorized Users) violate the obligations under the Agreement, and each Party shall have the right, in addition to any other rights it may have, to seek injunctive relief without any obligation to post any bond or similar security and without breach of this agreement.

h. **Force Majeure**. Provider shall not be responsible to Customer for any failure or delay of performance caused by circumstances beyond Provider's reasonable control, including, without limitation, fire, earthquake, storm, or other act of God; labor disputes or supplier failures or

shortages; electrical, telecommunications, or other utility failures; vandalism, ransomware, or cybercrime; embargoes; riots; pandemics, acts of government or national emergencies; or acts of terrorism or war.

i. **Notices**. Provider shall provide Customer with legal notices in writing by email, mail, or courier to the address provided by Customer. Customer shall immediately notify Provider of any change to Customer's address for notice. Except as otherwise specified in the Agreement, all notices to Provider must be in writing and sent to IT Voice, 4260 Cahaba Heights Court, Suite 100, Birmingham, Alabama 35243, Attention Legal Department.

j. **Successors and Assigns**. Either Party may assign the Agreement without the other Party's consent to an entity that acquires all or substantially all of the assets of or that is an Affiliate of the assigning Party; *provided, however*, that (i) the assigning Party must provide notice of the assignment to the other Party, (ii) the assignee agrees in writing to be bound by the Agreement, and (iii) the non-assigning Party may prohibit assignment to a competitor of the non-assigning Party or to an entity operating a business in violation of Applicable Laws. Except as provided above, neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, and any attempt to so assign the Agreement will be null and void. The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

k. **Severability**. If any provision of the Agreement is determined to be invalid or unenforceable by any court, then to the fullest extent permitted by law, that provision will be deemed modified to the extent necessary to make it enforceable and consistent with the original intent of the Parties and all other provisions of the Agreement will remain in full force and effect.

l. **Waiver**. No waiver of any provision of the Agreement, nor any consent by a Party to the breach of or departure from any provision of the Agreement, will in any event be binding on or effective against such Party unless it is in writing and signed by such Party, and then the waiver or consent will be effective only in the specific instance and for the purpose for which given.

m. **Entire Agreement**. The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof and supersedes all prior or contemporaneous communications, representations, agreements, or understandings (whether written, electronic, or verbal) between the Parties with respect thereto. Except as specified in Section 11, the Agreement may not be modified or amended except by a written instrument executed by both Parties. Customer's standard terms of purchase or vendor management terms (including purchase order terms or click-through terms), if any, are inapplicable. Except to the extent expressly specified otherwise, if there is any conflict between these Terms and any of the other Agreement documents, then the following order of precedence applies: (i) any addendum between the Parties, (ii) the Supplemental Terms, as applicable, (iii) these Terms, and (iv) the Order Document.

o. **Cyber Insurance**. Customer is required to purchase cyber insurance to reimburse Customer for the cost of Provider services needed to mitigate any cyber event which insurance must be in place for the duration of the Agreement. The amount of insurance coverage must be based on the perceived exposure and risk associated with Customer’s business. Provider fees include but are not limited to any and all time for technical and customer support at emergency rates, consulting, technical tools, forensic tools, systems, processes and controls to attempt to prevent, remediate and/or eliminate a perceived or active cyber threat. Services may include, but are not limited to, support for investigations, technical and legal support, gathering forensic evidence and customer support before, during and after the event. Due to the urgency and nature of cyber events, Provider will require a monetary deposit from Customer to begin remediation which will be applied toward payment for Provider's remediation services in an amount determined in Provider's sole discretion. Customer is solely responsible for paying Provider in full for all services, equipment and goods provided by Provider in connection with the remediation. Such services, equipment and goods include, without limitation, Provider's time, tools, software, hardware, resources and any other items needed for the mitigation, consulting and support during the cyber event) regardless of whether Customer has a cyber insurance policy in effect. Customer will pay Provider within thirty (30) days of Provider's invoice regardless of whether Customer is in receipt of a settlement from its insurance company.

p. **Mutual Non-Disparagement.** It is agreed by each Party that they will not, at any time, make any comments about each other that are, or could be interpreted to be, disparaging or derogatory or that paint the other party in a negative light. Specifically, Customer agrees, among other things, that they will not make any disparaging, derogatory or negative comments about Provider officers, directors, owners, employees, products, services, policies or practices. Provider's obligation pursuant to this Section is limited to comments made by members of Provider's Board of Directors or Officers. If either Party breaches the commitments contained in this Section, that Party will be liable to the other for any resulting harm incurred.

# REVTEL COMMUNICATIONS, LLC. SERVICE TERMS AND CONDITIONS

## Terms and Conditions Applicable to Voice & Carrier Services

RevTel Communications, LLC ("RevTel"), an IT Voice Affiliate, will provide all Communication Services to customers. RevTel's Communication Services are subject to the following Supplemental Terms.

1. **911 LIMITATIONS AND RESTRICTIONS.** THE SERVICE INCLUDES A 911/E911 ACCESS COMPONENT. THE SERVICE'S 911/ E911 ACCESS COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS THAT ASSOCIATED WITH TRADITIONAL WIRELINE 911/ E911 SERVICES AND IS SUBJECT TO CERTAIN LIMITATIONS AND RESTRICTIONS INCLUDING THOSE DESCRIBED HEREIN. CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICE OF THE 911/ E911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER ACKNOWLEDGES, AND IS HEREBY ON NOTICE, THAT THE 911/ E911 ACCESS PORTION OF THE SERVICE WILL NOT FUNCTION OR WILL NOT FUNCTION PROPERLY FOR ANY OF THE REASONS DETAILED BELOW AND REPRESENTS AND WARRANTS IT HAS BEEN INFORMED BY REVTEL OF THE REASONS TO HAVE AT LEAST ONE BACKUP METHOD OF ACCESSING 911/E911 SERVICE, SUCH AS A CIRCUIT-SWITCHED TDM TELEPHONE OR CELLULAR TELEPHONE, PER CUSTMOMER LOCATION.

a. Loss or interruption of electrical power to Customer's VoIP telephone, its ATA, Modem, Router, Switch or any other devices in the critical path from Customers VoIP handset to the [Company Name] switching center at the user's location. The user will not be able to use the Service for calls (including "911") during such a power interruption or outage. Following the power interruption or outage, users may find it necessary to reset or reconfigure the Service prior to being able to use the Service for making and receiving calls, including "911" calls.

b. Loss or interruption of Internet access at the user's location.

c. Failure of the user's broadband or VoIP hardware (including without limitation Phones).

d. Failure of the user's broadband or VoIP software (including without limitation soft phones).

e. Improperly installed or configured user broadband or VoIP hardware.

f. Improperly installed or configured user broadband or VoIP software (including without limitation soft phones).

g. Suspension, disconnection, or termination of the Service for any reason, including without limitation (i) for failure to pay or default, or (ii) failure of the Service to function for any reason.

h. Customer failed to provide RevTel with any physical location of the RevTel served VoIP handset-user, or failed to provide the correct physical location of same (i.e., the address is incorrect, incomplete, abbreviated, or misspelled).

i. Customer failed to update the user's physical location with RevTel when the user moved or changed location/address.

j. The user attempts a 911 call via a RevTel served VoIP handset from a location/address different than the location/address registered with RevTel.

k. For the purposes herein (911/E911), the terms location and address shall be understood to designate information necessary to generate a proper Automatic Location Identification record ensuring proper routing to and from the proper PSAP for the call's originating location. Such location and address may include but not necessarily limited to the street name and number, building, unit, and zip code (e.g. Unit B-22, 1111 North Main Street, Anywhere, State, 99999).

REQUIREMENT TO REGISTER AND UPDATE LOCATION INFORMATION. CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF EACH USER'S EQUIPMENT (PHONE OR SOFTPHONE) WITH REVTEL UPON ORDERING THE SERVICE AND UPON ADDING A USER/ USERS TO AN EXISTING REVTEL SUBSCRIPTION VIA ENTERING THE PHYSICAL LOCATION OF THE USER IN THE ONLINE ORDER FORM. CUSTOMER IS REQUIRED TO IMMEDIATELY UPDATE EACH USER'S LOCATION WHENEVER THE PHYSICAL LOCATION OF SUCH USER'S EQUIPMENT CHANGES VIA THE SETTINGS PAGE ON CUSTOMER'S WEB-BASED USER PORTAL OR, WITH RESPECT TO SOFTPHONES, VIA THE SETTINGS PAGE ON THE SOFTPHONE. CUSTOMER ACKNOWLEDGES THAT THE PHYSICAL LOCATION REGISTERED FOR THE USER'S EQUIPMENT WILL BE THE LOCATION TRANSMITTED TO THE EMERGENCY CALL TAKER, AND THAT REVTEL'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE THEN-CURRENT REGISTERED PHYSICAL LOCATION FOR THE USER'S EQUIPMENT. IF CUSTOMER DOES NOT ACCURATELY IDENTIFY A USER'S LOCATION UPON ORDERING THE REVTEL SERVICE AND/OR DOES NOT UPDATE SUCH INFORMATION WHEN THE USER'S LOCATION CHANGES, 911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT EMERGENCY CALL TAKER. WHEN CUSTOMER NOTIFIES REVTEL OF A CHANGE IN THE REGISTERED LOCATION OF A USER, THERE MAY BE A DELAY IN MAKING THE NEW REGISTERED LOCATION

AVAIALABLE TO ROUTE 911 CALLS AND TO ADVISE THE APPROPRIATE EMERGENCY CALL TAKER OF THE NEW REGISTERED LOCATION.

WARNING LABELS. REVTEL WILL PROVIDE CUSTOMER WITH LABELS WARNING THAT THE 911/ E911 COMPONENT OF THE SERVICE MAY BE LIMITED OR NOT AVAILABLE. CUSTOMER AGREES TO PLACE SUCH LABELS ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE SERVICE. IN THE EVENT CUSTOMER DOES NOT RECEIVE LABELS OR REQUIRES ADDITIONAL LABELS, CUSTOMER SHOULD CONTACT REVTEL VIA [CONTACT METHOD(S)].

ADDITIONAL 911/ E911 LIMITATIONS. THE LOCAL EMERGENCY CALL TAKER RECEIVING THE 911 CALL MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN NUMBER OR LOCATION INFORMATION. THEREFORE THE EMERGENCY CALL TAKER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE USER MAKING THE 911 CALL WHICH MAY DELAY OR PREVENT EMERGENCY SERVICES. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN AND IN THE EVENT OF NETWORK CONGESTION THERE IS A POSSIBILITY THAT A 911 CALL WILL PRODUCE A BUSY SIGNAL, WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, WIRELINE 911 SERVICES.

911/ E911 LIMITATION OF LIABILITY/ INDEMNITY. REVTEL AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS WILL HAVE NO LIABILITY TO CUSTOMER, ITS USERS, OR ANY THIRD PARTY FOR, AND CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION, ARISING OUT OF OR RELATED TO, CUSTOMER, ITS USERS, OR ANY THIRD PARTY'S INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR EMERGENCY SERVICES. CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS REVTEL, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, SUPPLIERS, AND RESELLERS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, EXPENSES, AND/ OR COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COST OF SUIT) BY OR ON BEHALF OF CUSTOMER OR ANY THIRD PARTY OR USER ARISING FROM OR RELATED TO THE FAILURE OF 911/E911 TO FUNCTION OR FUNCTION PROPERLY OR REVTEL'S PROVISION OF 911/ E911 SERVICES OR FAILURE TO PROVIDE ACCESS TO 911/ E911 SERVICES.

2. **Customer Proprietary Network Information.** In the normal course of providing services to its users and customers, RevTel collects and maintains certain customer proprietary network information ("CPNI")

typical to the industry. CPNI includes the types of telecommunications and interconnected VoIP services Customer currently purchases or subscribes to, how Customer uses those services (for example, Customer's calling records), and billing information related to those services. Customer's telephone number, name, and address do not constitute CPNI. RevTel does not sell, trade, or otherwise share Customer's CPNI with anyone outside of RevTel and those parties authorized to represent RevTel to offer RevTel's services or to perform functions on RevTel's behalf related to RevTel's services, except as the law may require or Customer may authorize. Federal law generally permits RevTel to use CPNI in its provision of the telecommunications and interconnected VoIP services Customer purchases or subscribes to, including billing and collections for those services. RevTel may also use or disclose Customer CPNI for legal or regulatory reasons such as to respond to a court order, to investigate fraud, to protect ReTel's rights or property, to protect against the unlawful use of RevTel Services, or to protect other users.

Customer may elect to prohibit RevTel's use of Customer's CPNI to market services other than services of the same type that Customer already purchases from RevTel by providing RevTel with Customer's "opt-out" notice within thirty (30) calendar days of Customer's Service commencement via written notice to RevTel at the notice address. If Customer fails to do so within such timeframe, Customer will be deemed to have given RevTel consent to use Customer's CPNI to market services other than services of the same type that Customer already purchases from RevTel. Restricting RevTel's use of Customer CPNI will not affect RevTel's provision of any service, nor will it necessarily eliminate all types of RevTel marketing.

3. **Taxes and Fees.** Taxes and fees applicable to Communication Services are described on the RevTel Communications, LLC terms attached as an exhibit labeled Understanding Taxes, Surcharges and Fees at the end of this document.

4. **Facsimile and Recording Limitations**. Due to faxing being outdated, Services to any lines used for faxing are not guaranteed to work. Recordings will be available for thirty (30) days unless stated otherwise in the Order Document or restrained by system limitations.

5. **Installation Requirements**. To ensure satisfactory operation of equipment, Customer is responsible for ensuring its facility meets the following requirements: (1) conduit for cabling is already present (if required by building codes) and prices for cabling assumes that the building is equipped with standard drop in (suspended) ceilings (with at least 24" clearance above ceiling grid) and all walls are studded walls with at least 3" clearance on the interior of the walls (any building or areas of the building that have other finishes

may require Provider to attach conduit to the walls, floors, or ceiling that may not match existing surfaces in color or texture); (2) room temperature must be maintained between 60-80 degrees Fahrenheit; (3) relative humidity not exceeding 75%-non condensing; (4) normal business lighting; (5) adequately equipped and isolated power; (6) a 3' minimum clearance in front of the equipment; (7) access to "cold water ground" within 10' of the equipment; (8) the demark must be in the same room as the equipment (if it is not, then the demark will be extended at the customer's cost); and (9) the location(s) designated for the equipment shall not be within the proximity of utility piping which may cause harm to the equipment if the pipes were to malfunction. Any damage to equipment caused by the failure of the above conditions or any other environmental conditions shall be Customer's responsibility.

6. **Carrier Management**. Customer appoints Provider as Customer's exclusive agent to act on its behalf to provision services with the underlying telecommunications carrier ("**Carrier**") (if any). Customer authorizes Provider to provision and manage Carrier's services, receive, and pay bills from Carrier on Customer's behalf and engage with Carrier on Customer's behalf to open tickets, report service outages, and engage with Carrier for technical support. Customer shall abide by Carrier's current terms of service. Customer acknowledges that Provider may not be a reseller of Carrier services and is only responsible for managing Carrier's services on behalf of Customer. Customer shall execute the necessary Letter(s) of Authorization (LOA) necessary for Provider to perform the services described in this section. Provider's price quote for the carrier services does **not** include taxes, surcharges, or other fees for the proposed services, or any miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recover charges, misc. internet charges, long distance charges, operator assistance call charges (i.e., collect calls, third-party calls and call interrupts), and/or other charges identified in tariffs or applicable Carrier service agreement terms. In accordance with the tariffs or other applicable service Agreement terms, Customer will be responsible, and Provider will invoice Customer, for all such charges incurred or increases to same. Nonprofit organizations are advised that the majority of telecommunication taxes and fees will apply regardless of any tax-exempt status and the organization should expect to be invoiced for taxes and fees.

7. **Domestic and International Call Limitations**. Provider may or may not block international calls and directory assistance calls. If you require these features, please contact Provider to have them enabled. Overages above the included Domestic long-distance use will be invoiced by Provider at the Provider's

current rate per Minute of Use (MOU). No International Long Distance is included within the services unless specifically stated. All International calls will be invoiced to Customer over and above the monthly payment at the tariffed rate(s).

8. **Switch/Internet Access**. Unless otherwise stated in the Order Document, phones do not include network switch or internet access. Customer is solely responsible for all costs associated with Customer's internal network (including a managed switch) and internet access (including providing a Public IP exclusively for Voice use). Further, Customer acknowledges that the VOIP services provided by Provider use the Customer's internet and recognizes that the voice quality will depend on the quality of Customer's internet service.

9. **Termination of Existing Services**. Customer is solely responsible for disconnecting any existing telecommunication networks or facilities and for any termination liability associated with such terminations.

**REVTEL COMMUNICATIONS, LLC**

# Understanding Taxes, Surcharges and Fees

## Taxes and Surcharges

### Federal Surcharges

Federal Universal Service Fund (FUSF). The Telecommunications Act of 1996 requires RevTel Communications, LLC ("RevTel") to contribute to the Federal Universal Service Fund ("FUSF"). The FUSF helps to make phone service affordable and available to all Americans, including consumers with low incomes; those living in areas where the cost of providing telephone service is high; public schools and libraries; and rural healthcare providers. The Federal Communications Commission ("FCC") delegates the administration of the FUSF to the Universal Service Administrative Company ("USAC"). Each quarter, the FCC adopts a "contribution factor" for FUSF support. The contribution factor is a percentage of the total interstate and international end-user telecommunications and Interconnected VoIP ("I-VoIP") revenue that each carrier is responsible for contributing to the FUSF. As permitted by FCC regulations, RevTel has opted to bill the FUSF surcharge as a separate line item to end-user customers. Consistent with such regulations, RevTel only bills FUSF line item charges in an amount equal to the quarterly contribution factor currently in effect multiplied by the invoiced amount subject to the FUSF. This is a permissible pass-through surcharge but is not a tax or charge mandated by the government.

Please visit USAC's Website for more information on the FUSF.

## State & Local Taxes and Surcharges

### State & Local Regulatory Surcharges

State Universal Service Fund (USF). RevTel may also be required to contribute to State Universal Service Funds ("SUSF"). The funds may be used to assist in providing universal service and to support a variety of other programs at the state level. RevTel collects applicable charges from its end-user customers. These charges are permissible pass-through surcharges but are not taxes or charges mandated by the government.

Telecommunications Relay Services Fund. Some states also require contributions to State Telecommunications Relay Services ("TRS") Funds to offset the cost of providing local transmission services that provide hearing or speech challenged individuals with the ability to use certain communications services. Many states require RevTel to remit this fee to the governing authority. RevTel collects applicable fees from customers and remits them to the relevant authorities.

### State & Local Sales and Use Tax

All states, with limited exceptions, impose some form of state-level sales and use tax. The sales and use tax is generally imposed on the sale or use of tangible personal property and certain services. These taxes are intended to be passed on to the end user/consumer.

In many states, local jurisdictions also impose a sales or use tax. In some instances, the local sales and use tax is administered by the local jurisdiction. In other instances, the state administers the local sales and use tax.

Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel collects sales and/or use taxes as required by state and/or local law.

### Communications Services Tax

Some state and local jurisdictions impose communications specific taxes on communications services in addition to or in lieu of sales or use tax. The communications services tax is intended to be passed on to the end user/consumer. The rates for communications services taxes are usually different than the sales and use tax rates and vary by jurisdiction.

Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel collects communications services taxes as required by applicable state and/or local law.

**Gross Receipts Taxes**

A number of states impose a gross receipts tax on communications service providers. In some states, gross receipts taxes are intended to be passed on to the end user/consumer. In other states, the gross receipts tax is the responsibility of the seller, and there is no pass-through to the end user.

Certain exemptions may exist for gross receipts taxes that are intended to be passed on to the customer, based on the type of entity making the purchase (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel pays gross receipts taxes and collects them from customers when required (or permitted) by applicable state and/or local law.

**Local Utility Taxes**

Local utility taxes are imposed by cities and counties in a select number of states. Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel pays local utility taxes and collects them from customers when required (or permitted) by applicable state and/or local law.

**Local License Taxes**

Local license taxes are imposed by cities and counties in a limited number of states.

Certain exemptions apply for sales for resale, and sales to certain types of entities (e.g., the federal government, state and local governments, non-profit entities, etc.).

RevTel pays local license taxes and collects them from customers when required (or permitted) by applicable state and/or local law.

**E911 Fees**

In order to fund the provision of 911 emergency telephone service, state and local jurisdictions impose E911 fees on certain communications services. These fees are sometimes administered by the state department of revenue, but the majority of E911 fees are assessed and administered by local jurisdictions. E911 fees are intended to be passed on to the customer on the invoice. Sales for resale are generally exempt from E911 fees. Non-profit organizations are generally subject to E911 fees, whereas they might be exempt from taxes or other fees.

RevTel collects E911 fees from customers when required by applicable state and/or local law.

## Other Fees

**Cost Recovery**

VoIP Cost Recovery Fee (CRF). A VoIP Cost Recovery Fee ("CRF") as a percent of invoiced charges (excluding taxes) will apply to VoIP services. This charge is imposed to recover costs incurred by RevTel for fees, contributions and/or charges associated with telecommunications services for the sight and hearing impaired, local number portability, North American Numbering Plan administration, and administrative costs, fees and expenditures related to compliance with Federal and state regulatory programs and annual FCC regulatory fee obligations, along with other carrier and administrative expenses (including, but not limited to, legal, general compliance, payroll, property and infrastructure expenses and costs imposed upon RevTel by its suppliers related to RevTel's VoIP offerings).

This is a permissible fee but is not a tax or charge mandated by the government. For more information on programs supported by the CRF, please see below.

Federal Telecommunications Relay Services (TRS) Fund. The TRS Fund was established by the FCC in 1993 to reimburse TRS providers for the cost of providing interstate TRS services. TRS services are telephone transmission services that provide hearing or speech challenged individuals with the ability to use a traditional telephone.

Under the FCC's rules, RevTel must contribute a percentage of its intrastate, interstate and international end-user communications revenues to the TRS Fund. The contribution percentage varies annually.

Local Number Portability Administration (LNPA). Local Number Portability ("LNP") is a customer's ability to keep existing phone numbers when switching to another service provider. RevTel must provide LNP, as well as contribute to the FCC's LNPA program, designed to diffuse the costs of administering LNP. RevTel pays a proportionate share of the LNP costs in each region in which it operates and has customers. This fee varies frequently by region.

North American Numbering Program Administration (NANPA). The North American Numbering Plan ("NANP") is an integrated telephone numbering plan for the Public Switched Telephone Network ("PSTN") serving multiple countries including the United States and its territories. It is administered by the North American Numbering Plan Administration ("NANPA").

Under the FCC's rules, RevTel must contribute to the costs of numbering administration. Contributions are based on a percentage of RevTel's revenues from customers using international, intrastate and interstate communications services. The percentage varies annually.

Annual Regulatory Fee. RevTel, as an interstate service provider, must pay an annual regulatory fee to the FCC. This fee varies annually.

**Internet Access Cost Recovery Fee**

An Internet Access Cost Recovery Fee ("CRF") as a percent of invoiced charges (excluding taxes) will apply to Internet access services. This charge is imposed to recover administrative and other costs incurred by RevTel related to its Internet access service offerings. These costs include administrative expenses including, but not limited to network investment and infrastructure expenses and costs imposed upon RevTel by its suppliers related to RevTel's Internet access service offerings.

**Network Cost Recovery Fee**

A Network Cost Recovery Fee ("CRF") as a percent of invoiced charges (excluding taxes) will apply to all services. This charge is imposed to recover costs incurred by RevTel related to network and equipment investment, including but not limited to equipment and service upgrades and various costs for supporting critical applications and offerings.