

GOCONTACT ADDENDUM

- 1. Terms.** This GoContact Addendum (the "Agreement" or "Terms") is entered into by and between the subscriber ("you," "your," "Subscriber," or "Client") and Syndeo, LLC dba Broadvoice ("Broadvoice," "GoContact," "us," or "we").
- 2. Service Order.** The Service Order shall clearly set forth the term, pricing, specific Services and location(s), monthly recurring charge(s) ("MRC"), non-recurring charge(s) ("NRC"), and any additional specific terms for the Services. The term of each Service Order shall commence on the date specified in the applicable Service Order and shall remain in effect for the agreed-upon duration.
- 3. Service Order Term.** The term of each Service Order shall commence on the date specified in the applicable Service Order and shall remain in effect for the agreed-upon duration, which may be a month-to-month period, a one (1) year period, a two (2) year period, a three (3) year period, or longer period ("Initial Term"). The term shall automatically renew for successive one (1) year renewal terms thereafter, unless either Party notifies the other Party in writing of non-renewal in accordance with the Master Service Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The automatic renewal applies only to Service Orders with a term of one (1) year, two (2) years, three (3) years, or longer, and is not applicable to month-to-month Service Orders. Termination of Services, including any applicable notice requirements and payment obligations, shall be governed by the Master Service Agreement. Upon any Renewal Term, Services shall be provided at Broadvoice's then-current rates, subject to the terms of the Master Service Agreement, including applicable notice requirements.
- 4. Acceptance of Terms.** The Subscriber is legally bound by the terms of this Agreement upon the initial signature and submission of an order. However, for the purposes of determining the duration of the Agreement and the plan selected by the Subscriber, the Agreement will become effective on the date of activation, which will mark the beginning of the Agreement duration. Initial charges, including first month service and shipping and handling charges, are non-refundable immediately upon submission of an order. Additionally, in the event Subscriber terminates this Agreement prior to the activation date of the services, Subscriber acknowledges and agrees that all costs related to the services, including implementation fees, will be non-refundable.
- 5. Usage and Billing Terms.** Broadvoice bills for domestic usage based on actual usage unless the customer is enrolled in a package plan. For metered usage, billing is calculated on a per-minute basis. Customers with a package plan will be billed according to the terms outlined in their plan. If the customer's usage exceeds the specified allowance in their package, overage charges will apply at the applicable rates. Billing for portal access is based on the number of active logins, with a minimum number of concurrent users as outlined in the agreement. The customer may adjust the number of active logins to accommodate seasonal fluctuations or other business needs, provided such adjustments comply with the terms of the agreement. The customer will be invoiced based on actual usage, as long as it meets or exceeds the contracted minimum concurrent user threshold. Licensing fees are determined based on the peak number of concurrent user logins in any given month that exceeds the contracted user limit. Fees for any excess usage will be calculated and billed in accordance with the terms specified in the agreement.
- 6. Acceptable Use.** GoContact Services is designed for typical business phone use. "Unlimited" refers to that type and level of usage. "Typical" refers to the calling patterns of 98% of customers on a similar calling plan. Utilization arising from unacceptable use, such as auto-dialers, resold service, abusive calling patterns, or anything causing network congestion can result in suspension or cancellation of service. Broadvoice reserves the right to charge an overage fee of \$0.029 minute for utilization exceeding typical calling pattern.
- 7. Termination.** In the event Subscriber terminates this Agreement before its expiration date, for any reason or no reason at all, the Subscriber must provide Broadvoice with a written notice of cancellation for the GoContact Services, at least thirty (30) days in advance. This notice must be a valid written termination request, and the Subscriber must pay all fees and charges accrued or otherwise payable under this Agreement. The thirty (30) day notice period begins on the date Broadvoice receives the valid written termination request. Termination under this provision does not relieve the Subscriber of the obligation to pay all fees due under this Agreement.

8. **Early Termination.** In the event that this Agreement is terminated prior to the end of a Subscriber’s Contract Term, such Subscriber must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an Early Termination Fee in the amount that equates to the amount due and payable through the end of the contract term. In the event a Contract Subscriber terminates this Agreement prior to the end of their Contract Term because of a service-related problem not caused by the Subscriber that Broadvoice has failed to cure after what Broadvoice determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply, the reason for the waiver stated above must have occurred before termination, the underlying issues are within the scope of GoContact services, and the Subscriber must report such reason for termination to Broadvoice in the Subscriber’s valid written termination request. Broadvoice, in turn, must be given the opportunity to cure and resolve the issue within a reasonable time period and the Subscriber must be willing and able to troubleshoot with Broadvoice. Broadvoice does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber’s Internet Service will never constitute a termination request.

9. **Subscriber Data and Confidential Information.** In accordance with Broadvoice’s Privacy and Data Protection Policies at <https://www.broadvoice.com/privacy-policy-2/>, Subscriber grants Broadvoice the right to process Subscriber data and personal information as necessary to provide services under this Agreement. As between GoContact and the Subscriber, GoContact exclusively owns and reserves all rights, title and interest in and to the Services, GoContact Services’ confidential information, and any data that is derived from the use of the Services that does not directly or indirectly identify you, end users of the Services or any natural person. This includes data about performance of the service and data that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify you or any natural person, and any feedback or suggestions provided by you or an end user regarding the Services. Subscriber maintains ownership of your confidential data subject to Broadvoice’s right to process confidential data in accordance with this Agreement. You represent and warrant that you have provided and will continue to provide adequate notices and have obtained, and will continue to obtain, the necessary permissions and consents to provide customer data to us.

10. **Caller ID Service.** Broadvoice sends current Caller ID information with every call placed. Caller ID information is the business name, with a maximum of 15 characters. Caller ID information is not customizable. Broadvoice has no control over the information that any terminating telephone company chooses to display. All telephone carriers update their Caller ID information periodically, but many companies do not update as often as Broadvoice sends updated data. If a disparity is found between the information that Broadvoice is sending and the information that a terminating telephone company is displaying, it is the Subscriber’s responsibility to contact the terminating telephone company and request that they display the correct data. Broadvoice is not responsible for errors involving spelling, punctuation, or capitalization of Caller ID information.

11. **Data Recovery.** Data Recovery refers to but is not limited to Call Reports, Call Recording, SMS, Contacts, Voicemails and Call Logs. If an active customer wishes to recover data that has been deleted from their account for any reason, Broadvoice will make the best attempt to do so; a processing fee may be incurred. This is a single charge regardless of the data size recovered. Recovery of all data is not guaranteed. Data Recovery services are not available on Inactive (canceled) accounts. Broadvoice shall retain call recordings for a period of ninety (90) days from the date of each recording while the Subscriber’s account remains active. After the ninety (90) day retention period, call recordings may be automatically deleted and may not be recoverable.

12. **Toll Free Numbers.** Toll Free numbers can be attached to any Broadvoice service plan. Toll Free numbers are billed a monthly fee plus \$0.029 per minute, billed in 6 second increments after the first minute.

Termination Destination	Initial Billing Increments	Additional Billing Increments	Rate Per Minute
Toll Free (Inbound)	60 Seconds	6 Seconds	\$0.029 per min.

13. **Billing Increments.** All call charges are rounded to the nearest whole penny. Current billing increments for available new plans are as follows:

Termination Destination	Initial Billing Increments	Additional Billing Increments	Rate Per Minute
US Domestic 50 States, Puerto Rico & Canada	60 Seconds	60 Seconds	Varies by Plan
Calling a Toll-Free Number	60 Seconds	60 Seconds	Included
Broadvoice to Broadvoice	60 Seconds	60 Seconds	Included
International (excl. Mexico)	60 Seconds	6 Seconds	See International Rates
Mexico	60 Seconds	60 Seconds	See International Rates

14. **Acceptable Use.** Subscriber agrees to use the GoContact Services in accordance with Broadvoice's Acceptable Use Policy ("Acceptable Use Policy"), published at <http://www.broadvoice.com/AcceptableUse>. Broadvoice reserves the right to amend and update the Acceptable Use Policy without notice.
15. **Call Forwarding.** Certain features such as call forwarding may incur outgoing minutes automatically when they are enabled. All forwarded calls count against standard minute usage caps. Before activating these features, consider this usage and whether it will affect your usage thresholds.
16. **Transferring Numbers.** Broadvoice gives customers the option of transferring telephone numbers to or from our service. If transferring a number away from Broadvoice, it is the customer's responsibility to cancel their service after the number has successfully transferred. Disconnected telephone numbers are not eligible for transfer to or from our service. Cancelling an order to transfer a telephone number to Broadvoice will require a \$100 expedite fee to cancel.
17. **Answer to Seizure Ratio (ASR).** For each billing cycle, if a Subscriber's outbound call attempts (including calls with a duration of less than 6 seconds) exceed their completed calls by a factor of three (3) or more, Broadvoice reserves the right to charge an additional \$.003 per call attempt for each call attempted, completed or not, during that billing period. This ratio is calculated at the end of each monthly billing cycle, based on the ASR over the entire billing period. Utilization arising from unacceptable use, such as auto-dialers, abusive calling patterns, or anything causing network congestion can result in suspension without notice or cancellation of service.