

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement" or "Terms") is entered into by and between the subscriber ("you," "your," or "Subscriber") and Syndeo, LLC dba Broadvoice ("Broadvoice," "us," or "we"). The following actions, without limitation or qualification, constitutes your acceptance and agreement to be bound by and to comply with all of the terms of service of this Agreement: (a) your submission of an order; (b) your signature of this Agreement (c) your accepting the terms electronically during the ordering process; or, (d) your use of the Service (as defined herein). The Subscriber agrees to be legally bound by the terms of this Agreement upon signing and submitting an order. For the purposes of determining the start date and duration of the Agreement, as well as the Subscriber's selected plan, the Agreement will become effective on the date of activation, which will mark the commencement of the Agreement term. Initial charges, including first month service, shipping, and handling charges, are non-refundable immediately upon submission of an order. If the individual who accepts these Terms is acting on behalf of a corporation, company, partnership, organization, association, or other legal entity, then that individual hereby represents and warrants to Broadvoice that he or she has the authority to bind such entity.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR YOU DO NOT AGREE WITH THESE TERMS, THEN YOU SHOULD NOT ACCEPT THESE TERMS AND YOU SHOULD NOT ACCESS OR USE, OR AUTHORIZE ANYONE TO ACCESS OR USE, THE SERVICES.

THIS AGREEMENT IS GOVERNED BY AND SUBJECT TO BROADVOICE'S STANDARD TERMS AND APPLICABLE ADDENDUM(S) WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH SET FORTH IN THEIR ENTIRETY. THE BROADVOICE STANDARD TERMS ARE ACCESSIBLE AND DOWNLOADABLE AT THE COMPANY'S WEBSITE LOCATED AT <https://www.broadvoice.com/master-service-agreement>. BY SIGNING THE BROADVOICE SERVICE ORDER, THE SUBSCRIBER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THESE TERMS. SIMILARLY, BY PURCHASING SERVICES FROM BROADVOICE, SUBSCRIBER AGREES TO AND INTENDS TO BE BOUND BY THE COMPANY'S TERMS.

This Agreement includes the terms set forth herein, all applicable Service Orders, Exhibits, the Acceptable Use Policy, the Privacy Policy, and all other materials specifically incorporated by reference. If you do not agree to be bound in its entirety by these terms of service, do not proceed. Copyright and Licenses: The entire contents of this Agreement, the Services and Broadvoice's website are protected under the United States copyright laws. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

Please read these terms carefully because they affect the legal rights between you and Broadvoice by, among other things, (1) limiting Broadvoice's liability to you, (2) requiring arbitration of certain disputes, rather than jury trial, and (3) requiring payment of early termination charges or disconnect fees.

THIS AGREEMENT ALSO INCLUDES IMPORTANT INFORMATION REGARDING YOUR ACCESS AND USE OF EMERGENCY SERVICES (i.e., 911), INCLUDING LIMITATIONS RELATIVE TO TRADITIONAL, WIRELINE EMERGENCY SERVICES.

When you accept these Terms in conjunction with ordering Services, or when you access or use the Services after you are notified that these Terms apply to the Services, you agree to be bound by these Terms. If the individual who accepts these Terms is acting on behalf of a corporation, company, partnership, organization, association, or other legal entity, then that individual hereby represents and warrants to Broadvoice that he or she has the authority to bind such entity. IF YOU DO NOT HAVE SUCH AUTHORITY, OR YOU DO NOT AGREE WITH THESE TERMS, THEN YOU SHOULD NOT ACCEPT THESE TERMS AND YOU SHOULD NOT ACCESS OR USE, OR AUTHORIZE ANYONE TO ACCESS OR USE, THE SERVICES.

These Terms shall amend and restate, supersede, and replace in their entirety any earlier versions of the Broadvoice Agreement previously applicable to your Services.

1. General Pricing and Fees

Broadvoice shall, itself or through one or more of its Affiliates, vendors, subcontractors, or other service-providers, provide the Services ordered by Subscriber from time to time in accordance with the terms and subject to the conditions of the Agreement. Subscriber shall be responsible for ensuring that their Internet connection, any local network equipment, hardware, and software used in connection with the Services, and all related configurations, adhere to the minimum standards and technical requirements specified in applicable documentation.

Broadvoice's prices are outlined in the Pricing Schedule, and the Subscriber will be charged based on the Plan and Options selected during the ordering process. A Subscriber who selects a "Month to Month" Plan (a "Monthly Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen at the time of order. However, such monthly prices are subject to increase to Broadvoice's then-current prices. A "Contract Subscriber" who selects a fixed-term plan, including a one (1) year, two (2) year, three (3) year, or longer-term plan (herein a "Contract Subscriber"), will pay the monthly price(s) listed on the Pricing Schedule or Service Order corresponding to the Plan and Options chosen at the time of order. The monthly prices for Contract Subscribers are guaranteed for the initial term of the contract, whether one (1), two (2), three (3), four (4), five (5), or longer years. However, such price guarantee applies solely to Broadvoice's base service fees and does not apply to any taxes, regulatory fees, surcharges, government-mandated fees, or third-party-imposed costs, all of which may vary and are subject to change at any time without prior notice and will be reflected in Subscriber's monthly invoice. Broadvoice reserves the right to pass through any new or increased costs imposed by third-party carriers, government agencies, or regulatory bodies to Subscriber without limitation.

1.1 Auto-Renewal. Following the initial Term of any fixed-term Service Order for a "Contract Subscriber", and except for any month-to-month Service Order, this Agreement will automatically renew for successive one (1) year renewal terms unless such renewal is prohibited by law or either party provides notice of non-renewal as set forth below. Any renewal term will be at Broadvoice's then-current rates for the applicable Services, as determined by Broadvoice in its sole discretion, unless otherwise set forth in the applicable Service Order and subject to applicable law. Subscriber acknowledges and agrees to the automatic renewal terms of this Agreement. Subscriber's acceptance of this Agreement and the Service Order constitute explicit consent to the automatic renewal terms as outlined herein.

In addition to regular fees set forth in the Pricing Schedule, Subscriber agrees to pay all applicable charges, including but not limited to network usage, all taxes, fees, and surcharges. This may include charges imposed on Broadvoice by third-party providers that are passed on to Subscriber. The taxes and surcharges may vary monthly

and are subject to change at any time without prior notice; any such variations will be reflected in your monthly invoice. When possible, Broadvoice will itemize such charges in the monthly invoice.

Termination of Automatic Renewal. Billing begins upon service activation. Either party may cancel automatic renewal by providing written notice at least sixty (60) days before the end of the Initial Term or any Renewal Term. Subscriber may submit notice of cancellation by email or mail. Subscriber remains responsible for all charges through the end of the sixty (60) day notice period. Automatic Renewal applies to Contract Subscribers only and does not apply to month-to-month Service Orders. If Subscriber cancels automatic renewal but wishes to continue Services, Subscriber must select a new term (Month-to-Month, one (1) year, two (2) year, three (3) year, or other available terms) before the current term expires. Pricing for the new term will be based on Broadvoice's then-current rates and may differ from prior pricing. If Subscriber fails to select a new term but continues using the Services, Subscriber will be transitioned to a Month-to-Month plan at Broadvoice's then-current rates.

1.2. Promotional Period Term Extension. From time to time, Broadvoice offers promotions whereby subscribers receive an initial period for free (the duration of which may vary), the terms and conditions of the Master Service Agreement (MSA) shall be automatically extended by a period equal to the duration of the free initial period. This extension shall apply notwithstanding any other provisions to the contrary within the MSA. Subscribers acknowledge and agree that acceptance of such promotional offers constitutes their consent to this automatic extension of the MSA term. All other terms and conditions of the MSA shall remain in full force and effect, and the extended term shall be subject to the same rights, obligations, and limitations as the original term.

2. Payment, Late Fees, and Other Charges

When you subscribe to our service, you authorize us to collect from your payment method, including, if applicable, Early Termination Fees, late fee, check return fees, recovery and administrative fees, and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method.

Subscriber agrees to pay all charges due and payable under the Agreement in full, without counterclaim, set-off or deduction, other than amounts disputed. Failure to pay in full may result in immediate suspension of services and Broadvoice shall have no liability for such suspension under any circumstances. During the suspension period, Services will be unavailable to Subscriber until the account balance is paid.

If Subscriber does not deliver full payment for all billed charges by the due date, Broadvoice may restrict, suspend, or terminate use of the services. Broadvoice may also apply any deposits or other payments made by Subscriber. If Broadvoice restricts, suspends, or terminates Subscriber's services, Broadvoice may, at its sole discretion, choose to restore Subscriber's services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of Broadvoice's right to receive full payment for all charges due or again restrict, suspend, or terminate the Services at any time for non-payment of unpaid charges. The failure of Broadvoice to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend, or terminate services of such account for non-payment of current or future charges.

All prepaid fees and other payments by Subscriber under this Agreement are non-refundable and non-creditable. There are no pro-rated refunds for unused time. Unless otherwise stated in the Pricing Schedule, Broadvoice will

invoice and charge Subscribers monthly. Subscribers are responsible for paying monthly subscription fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, Broadvoice will continue to electronically charge any credit card on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for nonpayment are subject to a reconnection fee. Any account which goes into collection status will be transferred to a collection agency and incur a twenty-five-dollar (\$25.00) processing fee and all other applicable fees and charges. Subscribers must pay a twenty-five-dollar (\$25.00) service charge on disputed credit cards and credit card chargebacks. Past due accounts will accrue a monthly charge of one and one-half percent (1.5%) of the overdue balance per month or a flat fee of one dollar (\$1.00), whichever is greater, in order to cover administrative costs associated with overdue payments.

Subscriber is responsible for all charges attributable to its account incurred with respect to the Services. Subscriber agrees to notify Broadvoice immediately, in writing or by calling the Broadvoice customer care line at 1(888)325.5875, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. Broadvoice, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify, and hold Broadvoice harmless from all claims, costs, liabilities, and damages arising out of such fraudulent or unauthorized use.

2.1 International Calling. International calling is enabled by default. Subscribers may enable or disable it at any time by logging into their “Admin Portal” page. All International calls are billed at their respective international rates updated on the first Tuesday of each month. All call charges are rounded to the nearest whole penny. Each Subscriber account is given a credit limit for international calls. If an international calling balance exceeds the credit limit prior to their next bill date, the account will be charged the balance immediately. Failure to pay will result in suspension of service. All international calls are subject to an FCC-mandated Universal Service Fund recovery charge. This rate changes quarterly based on the information provided at the FCC Website.

2.2 Directory Assistance and Operator Services. Directory Assistance is charged at ninety-nine cents (\$0.99) per call and ten cents (\$0.10) per minute after two minutes. Directory Assistance is enabled by default on all new phone lines. Operator calls are billed at three dollars (\$3.00) per call. Operator calling is disabled by default on all new phone lines but may be activated using the My Account Dialing Options.

2.3 Term. This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or Broadvoice pursuant to this Agreement.

2.4 Call Burst. Call Burst is the ability to make and receive calls above the subscribed capacity for Call Paths and SIP Trunks. This feature is active by default and billed at the rate of \$0.029 per minute. This feature may be deactivated upon request.

2.5 Credit and Deposit. If requested by Broadvoice, Subscriber shall complete and submit our standard credit application. Broadvoice may from time to time conduct a review of Subscriber's credit rating and payment history. Broadvoice may require Subscriber to pay a deposit before acceptance of a service or service order. Additionally, for any existing services Broadvoice may require either (i) Subscriber to pay a deposit, or (ii) an increase in the

existing deposit, upon the failure of Subscriber to submit payment of any amount by the applicable due date as a condition to the continued provision of such existing Services. Broadvoice shall refund any deposit paid pursuant to this Article, less any payments that Broadvoice still owes, when Broadvoice determines in good faith, based on Subscriber's payment history and ratings that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

3. Termination. In the event either party chooses to terminate the Agreement prior to the expiration of the then-current contract term, the terminating party must provide the other party with at least thirty (30) days' prior written notice. For the avoidance of doubt, this thirty (30) day notice requirement applies to termination only and does not apply to end-of-term non-renewal, which is governed by the sixty (60) day notice requirement set forth in Section 1.1. The consequences of Termination, including any fees, liabilities, or obligations that survive Termination, shall be determined based on the reason for Termination and whether a breach has occurred, as further set forth below.

3.1. Early Termination Fee. If Subscriber terminates this Agreement prior to the end of the applicable Contract Term, the following two (2) scenarios shall apply:

(a) Termination Without Cause. If Subscriber terminates for any reason (other than a Broadvoice Breach that has not been cured within the applicable Cure Period), Subscriber shall pay an Early Termination Fee equal to all fees and charges remaining through the end of the Contract Term, plus any amounts accrued as of the termination date. The parties agree that the Early Termination Fee represents a reasonable pre-estimate of Broadvoice's damages and is not a penalty. Subscriber acknowledges that the actual damages Broadvoice would suffer upon early termination are difficult to ascertain with certainty and that the Early Termination Fee is a fair and reasonable approximation of such damages.

(b) Termination Due to Broadvoice Breach. For purposes of this Section, a "service issue" means a material failure by Broadvoice to provide the Services in accordance with the service availability and performance commitments expressly set forth in the applicable Service Level Agreement ("SLA") or Service Order, as documented and verified by Broadvoice's network records. Minor or intermittent service degradations, issues attributable to Subscriber's equipment, internet connection, or third-party providers, or issues not reported to Broadvoice through its standard support channels prior to the submission of a Cure Notice, do not constitute a "service issue" for purposes of this Section. If Subscriber seeks to terminate due to a service issue caused by Broadvoice, Subscriber must first provide Broadvoice with written notice identifying the issue with reasonable specificity (the "Cure Notice") using one of the approved methods set forth in Section 4.3. Broadvoice shall have thirty (30) days from receipt of the Cure Notice to resolve the issue (the "Cure Period").

(c) Effect of Early Termination. If Broadvoice cures the issue within thirty (30) days, Subscriber's payment obligations continue through the end of the Contract Term. If Subscriber chooses to terminate after the issue is resolved, subsection (a) applies and an Early Termination Fee will be due. If Broadvoice does not cure the issue within the Cure Period, Subscriber may terminate without an Early Termination Fee. In that case, payment obligations end on the termination date, except for amounts accrued up to that date.

Subsection (b) applies only if:

- (1) Subscriber reported the service issue to Broadvoice before termination;
- (2) Subscriber submitted a valid written Cure Notice using an approved method; and
- (3) Subscriber reasonably cooperated with Broadvoice during the Cure Period.

Broadvoice does not monitor account activity. Lack of activity or cancellation of Subscriber's internet service does not constitute a termination request or Cure Notice. Upon termination of this Agreement for any reason, (i) Subscriber must immediately cease using all Broadvoice Services, including telephone numbers, logins, voicemail access, and web portals; (ii) all ancillary services provided by Broadvoice will also be terminated. ; (iii) all outstanding amounts owed by Subscriber shall become immediately due and payable; and (iv) Broadvoice may, without further notice, permanently delete all data, files, and information in Subscriber's account, and Broadvoice shall have no liability whatsoever for such deletion. Subscriber expressly waives any claim against Broadvoice arising from or related to the deletion of Subscriber's data following termination.

3.2 Billing Disputes. If Subscriber reasonably disputes an invoice, Subscriber must pay all undisputed amounts by the applicable due date and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable and unconditional waiver of Subscriber's right to dispute the charge, unless otherwise expressly required by law. The parties shall attempt to resolve the dispute in good faith for thirty (30) days from the Subscriber's written notice. If any charges remain in dispute at the end of the thirty (30)-day period, Subscriber shall pay the full amount due within 10 days, otherwise Broadvoice may exercise any available remedies for breach (without regard to any further notice requirement or opportunity for cure under this Agreement, which shall be deemed waived). Broadvoice's acceptance of any partial payment shall not constitute a waiver of its right to the remainder.

4. Material Breach

The following constitutes a material breach:

- a) Violation of any term of this Agreement, any applicable Service Order, or related documents, including the Acceptable Use Policy;
- b) Use of the Service in a manner prohibited by law, or in a way that disrupts, adversely impacts, or causes a malfunction to the Service, Broadvoice's network or equipment, or other users; or
- c) Monetary Breach. Subscriber fails to cure a monetary breach within five (5) business days of written notice from Broadvoice;
- d) Non-Monetary Breach. Subscriber fails to cure a non-monetary breach within thirty (30) days of written notice from Broadvoice;
- e) Abusive or menacing conduct toward any Broadvoice staff, employees, or representatives;

4.1. Termination Upon Breach. Upon termination under this Section:

- A. **Subscriber Breach.** If Subscriber is in breach, Subscriber remains liable for all fees and charges through the full term of the Agreement, including any applicable equipment charges and Early Termination Fees.
- B. **Broadvoice Breach.** If Broadvoice fails cure a service issue within thirty (30) days, Subscriber may terminate without further payment obligations beyond amounts accrued through the termination date, and no Early Termination Fee will apply.
- C. **Effect.** Broadvoice may, in its sole discretion, refuse any request for renewal or re-subscription. If Service is reinstated, Subscriber must pay a new setup or activation fee. Broadvoice may immediately suspend or terminate the Services if it determines Subscriber is in breach. Upon termination, Broadvoice may delete all data, files, and information in Subscriber's account without further notice.

4.2 Termination Upon Court Order, Bankruptcy, or Insolvency.

- A. Broadvoice may terminate the Services if:

- (i) it is required to do so by court order, or
 - (ii) it ceases to offer the Services.
- B. Subscriber will be in default under this Agreement if it files, or has filed against it, any proceeding seeking liquidation, reorganization, or similar relief under applicable bankruptcy or insolvency laws.

4.3. Cancellation. Notwithstanding notice by a Subscriber to terminate this Agreement, Services will remain in effect through the effective date of termination and the terms of this Agreement and applicable Service Orders will continue to apply to such services. Please refer to the corresponding service exhibits for information regarding cancellation and termination fees. **SUBSCRIBER MAY CANCEL SERVICES ONLY THROUGH THE METHODS SPECIFIED BELOW. FAILURE TO CANCEL IN ACCORDANCE WITH THIS SECTION WILL RESULT IN ONGOING SERVICE CHARGES, FEES, AND TAXES.** A written termination request is valid only if it includes your account number, main username, date you wish the service to be cancelled and is submitted using one of the following approved methods:

Cancellation Methods:

VIA EMAIL: cancel@broadvoice.com
VIA FAX: (818) 301-7465
VIA MAIL: Broadvoice
9221 Corbin Ave. Suite 260
Northridge, CA 91324
Attn: Cancellation Department

5. Emergency Services – 911 Dialing

5.1 Dialing 9-1-1. Broadvoice uses the same national 911 network that all traditional telephone companies use. Be aware that 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing. Service outages or suspensions or disconnections of service by your bandwidth provider or ISP will prevent all Service, including 911 Dialing, from functioning. Disconnection of your account will prevent all Service, including 911 Dialing, from functioning. Your ISP, bandwidth provider, or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. If you suspect this has happened to you, you should alert us to this situation, and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. Subscriber acknowledges and agrees that Broadvoice is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for various reasons, including those described elsewhere in this Agreement.

You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, by way of illustration but not limitation, call routers, call centers, and local emergency centers.

We require you to provide the physical address where you will be using our service for 911 purposes. For E911 and basic 911, this address is used to route 911 calls to your local emergency center. When you initially provide your physical address, it can take up to 120 minutes to verify your address and activate 911 services at this address.

If Subscriber moves this device to another location, Subscriber is solely responsible to update the new address. You may register only one location at a time. If you do not update your location, your 911 calls may be sent to an emergency center near your old address. When you update your location, it can take several hours to activate 911 services at the updated address.

5.2 Alternate 9-1-1 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should make arrangements for alternative means of accessing traditional 911 or E911 services or disconnecting the Service. You understand that additional arrangements should be made to access emergency services. To access emergency services, you acknowledge and accept that it is your sole responsibility to purchase, with a third-party separately from Broadvoice, traditional wireless or wire line telephone service that offers access to emergency services. You further recognize that Broadvoice is not a replacement for your primary telephone service, and you are hereby advised to always maintain a traditional wire line or wire-based telephone service. By agreeing to these terms of service and by your use of the Device, you acknowledge and accept that the Device may not always support or provide emergency service. You represent and warrant to Broadvoice that you have already made additional arrangements with a third party to access emergency services.

5.3 Network Congestion and Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

5.4 Disclaimer of Liability and Indemnification. Broadvoice does not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We expressly disclaim any and all responsibility for the conduct of such local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Broadvoice nor any of its officers, directors, members, or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service, unless such claims or causes of action arise from our gross negligence, recklessness, or willful misconduct. You shall defend, indemnify, and hold harmless Broadvoice, its officers, directors, members, employees, affiliates, and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure, or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

5.5 Non-Provisioned 911 Calls. For each billing cycle, if a Subscriber places one or more 911 calls but does not have a valid 911 address on file with Broadvoice, Broadvoice shall charge \$75 per call placed. These charges are non-negotiable, and Subscriber waives the right to dispute these valid charges.

6. Equipment. As part of a service agreement, Broadvoice may provide Equipment to Subscribers, including but not limited to IP telephones, Analog Telephone Adapters (ATAs), and routers. Equipment is provided to Subscribers in two possible methods: Equipment Purchase and Equipment Rental. Subscriber shall be required to obtain authorization from Broadvoice to return any Equipment. By using the equipment provided by Broadvoice you agree to be bound by the terms of the one (1) year limited warranty as set out below. Do not use the product until you have read the terms of the warranty. If you do not agree to the terms of the warranty, do not use the product, and return it to Broadvoice immediately.

6.1 Equipment Purchases. Upon receipt of each Purchased Device, you will examine each Device, and unless you notify Broadvoice within five (5) business days of your receipt of said Device to any issue with a Purchased Device, each Device is deemed to be in good working order at the time of receipt. Subscriber will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Services. Broadvoice will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. Broadvoice will not cover replacement for lost, stolen or modified Equipment. Equipment returned by Subscriber that is not covered under warranty may be refused by Broadvoice, and Subscriber will be responsible for paying return shipping charges.

6.2 Equipment Rentals. This Rental Agreement is for the rental of certain telephone hardware (each a "Rental Device") from Broadvoice (collectively, the "Rental Services"). Broadvoice is and will remain the owner of all rental paid or free rental devices. Broadvoice charges a recurring monthly fee for each Rental Device (collectively, the "Rental Fees"). As a part of your recurring bill from Broadvoice, you agree to pay the Rental Fees for all Rental Devices, using the same payment method and payment period as your payments for Broadvoice Office Services, as defined in your Broadvoice Agreement. In the event the rental devices are provided free of charge the rental fees will be \$0. The Rental Services with respect to a Rental Device shall commence on the Rental Start Date and terminate upon the termination of the Broadvoice Service Agreement. Notwithstanding the above, at any time within thirty (30) days after the Rental Start Date, you may terminate the Rental Services with respect to a Rental Device immediately upon written notice from you to Broadvoice, without paying any Rental Fees for such Rental Device.

Upon any termination of the Rental Agreement or Rental Services, you agree to return or purchase a Rental Device (including all accessories and materials that were provided with the primary hardware device) consistent with Broadvoice's written instructions and in accordance with the Return or Purchase Rights section of the service agreement, and that Rental Device will no longer be considered a Rental Device upon the completion of a return or purchase. If you do not return a Rental Device (subject to Broadvoice's inspection and acceptance of the returned Rental Device in its reasonable discretion) within (30) days following the termination of the Rental Services for such Rental Device, you will be deemed to have purchased that device at the Broadvoice retail purchase price. If you wish to upgrade a Rental Device, the replacement of the current Rental Device shall be deemed a termination of the Rental Services with respect to the current Rental Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Rental Device set forth in the Return or Purchase Rights section of this Service Agreement; provided that the Rental Services for the current Rental Device shall be deemed to terminate, and the Rental Services of the replacement Rental Device shall commence, on the date the replacement Rental Device is recorded as delivered by a designated courier.

The Rental Fees for the Rental Services do not include additional services you may select, taxes, fees, international usage, and other additional services. Sales tax varies by jurisdiction of purchase or rental and may be calculated

based on full retail price or Broadvoice cost price, as determined by the tax law in the jurisdiction of purchase or rental.

6.3 Rental Device Ownership; Damage and Loss. Broadvoice is and will remain the owner of each Rental Device unless title is conveyed to you in writing following Broadvoice's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not grant any third party any right to use, possess, or control any Rental Device, sublease any Rental Device, attempt to dispose of any Rental Device, grant any interest or right in a Rental Device to any third party, or otherwise do anything that undermines Broadvoice's ownership of each Rental Device. Broadvoice may, without notifying you, assign Broadvoice's interest in any Rental Device, and in that event, Broadvoice's assignee will have all of Broadvoice's rights in the Rental Device under this Agreement, but none of Broadvoice's obligations. You agree not to assert against Broadvoice's assignee any claims, offsets, or defenses you may have against Broadvoice. Upon Broadvoice's request, you will execute and deliver to Broadvoice any documents or forms for protecting Broadvoice's ownership and interest in each Rental Device, including finance statements under the Uniform Commercial Code.

Upon receipt of each Rental Device, you will examine each Rental Device, and unless you notify Broadvoice within five business days of your receipt of a Rental Device to any issue with a Rental Device, each Rental Device is deemed to be in good working order at the time of receipt. Broadvoice covers Rental Devices with an extended manufacturer's warranty in perpetuity as long as the Subscriber is active and in good standing with Broadvoice. Broadvoice will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify Broadvoice in writing and pay Broadvoice a purchase price equal to the full Broadvoice retail price.

6.4 Return or Purchase Rights. When you return a Rental Device or Free Rental Device, you agree to return a fully functional and non-damaged Device beyond normal wear and tear to Broadvoice. You agree to pay all shipping and handling charges related to any Rental Device and related hardware returns. All returned Devices and related hardware must be fully functional, including all components, manuals, peripheral devices, and all other accessories that were originally shipped with the Device. At our discretion, we may decline your return or charge you an additional fee of thirty dollars (\$30) for each missing item or for each item that we determine is damaged or not in good working condition. Before returning any Device or hardware that has data in its memory, please transfer all files you wish to retain to another file source. Once the hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

6.5 Other Remedies. If you are obligated to return or purchase a Rental Device or Free Rental Device subject to this Return or Purchase Rights section of this Agreement, and you have not returned a Rental Device or Free Rental Device or you have defaulted in any obligation to pay the purchase price due for a Device to be purchased, Broadvoice may, in addition to those remedies available at law, in equity, or as otherwise set forth in this Agreement, take possession of any or all Rental Devices without demand, notice, or legal process, wherever each Rental Device may be located, and you hereby waive any and all damages occasioned by that taking of possession.

6.6 High Speed Internet Connection Required. Subscriber understands, acknowledges, and agrees that (1) subscriber must have a high-quality, high-speed internet connection to use the services; and (2) Broadvoice is

not providing an internet connection for Subscriber. Broadvoice does not control and is not responsible for (1) Subscriber's internet connection; (2) the quality of Subscriber's internet connections; (3) any third-party products and/or services related to Subscriber's internet connection; or (4) problems with the services that are caused by or related to Subscriber's internet connection.

6.7 Standard Warranty Exclusions. The Standard Warranty does not apply and is void with respect to: (a) cosmetic damage, (b) product that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) Hardware not manufactured or supplied by Broadvoice, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the End User network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Hardware operated outside published environmental parameters, (l) performance of Hardware in combination with other items not manufactured or supplied by Broadvoice, (m) any Hardware which has been opened, repaired, modified or altered by anyone other than Broadvoice or a Broadvoice authorized service center, (n) engraving; (o) Accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of Broadvoice.

EACH RENTAL DEVICE AND ANY TELEPHONE HARDWARE PURCHASED IN CONNECTION WITH THIS RENTAL AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. BROADVOICE DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, BROADVOICE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT BROADVOICE'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU. BROADVOICE MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY RENTAL DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). SUBSCRIBER ASSUMES ALL RISKS ASSOCIATED WITH THE USE OF THE RENTAL DEVICE.

6.8 Third Party Reseller. In the event Broadvoice engages third parties to provide certain services, the implementation and support for these services shall be carried out by either the third parties or Broadvoice. Notwithstanding the party liable for implementation and support, all billing for these services will be conducted exclusively by Broadvoice. Broadvoice reserves the right to determine, at its sole discretion, whether a third party or Broadvoice itself will perform the implementation and support. Customers may be notified of the designated service provider, and all terms and conditions related to billing and payment will remain governed by Broadvoice's policies and agreements.

7. The Network

7.1 Hosted Service. Broadvoice Network and Service will be hosted on its own server, and Subscriber shall provide remote access to the same. Broadvoice is committed to ensure the availability of the Service, along with maintenance and monitoring of the system as implemented at the Subscriber's site(s), through remote and on-site assistance, in accordance with the conditions defined in the Service Order.

7.2 VoIP Ready. The Customer's Network is expected to be VoIP ready. This means that the Customer has a Business Class Firewall that provides QoS* and Prioritization settings and a Managed Business Class Ethernet Switch. In the event that the Customer does not have this equipment or cabling in place then the Customer agrees to acquire it or source it from Broadvoice so that the network is VoIP ready at the time of implementation. Broadvoice does not provide support for our services over WIFI networks. While Broadvoice services may work over WIFI the quality of the call will be dependent on the quality and reliability of the WIFI network. Broadvoice is unable to provide support for our customers' WIFI networks.

7.3 Customer Compliance. If the customer has existing Firewalls, Routers and Switches then it is expected that the customer will make changes to the equipment as directed by Broadvoice to support QoS and Prioritization.

7.4 Quality of Service. Quality of Service (QoS) is a feature of routers and switches which prioritize traffic so that more important traffic can pass first. The result is a performance improvement for critical network traffic. QoS equipment is useful with VoIP phones or in LANs with high volumes of local traffic.

7.5 Outage Credits and SLA Compliance. In the event there is a failure to access the Services due to the negligence of Broadvoice, financial credit will be made available for the respective lost time of use based on the rates set forth in the applicable Service Order. These credits shall be calculated in accordance with the terms set forth in Broadvoice's Service Level Agreement (the "SLA"), which is incorporated herein by reference and is available at <https://www.broadvoice.com/legal> or as otherwise provided to Subscriber in the applicable Service Order or addendum. Credits shall apply only if the outage exceeds the service availability or response time commitments expressly set forth in the SLA, as verified by Broadvoice's network records. Such credits shall constitute Subscriber's sole and exclusive remedy for service outages and interruptions, and Subscriber expressly waives any other claims, damages, or remedies arising from such outages or interruptions.

7.6 Training Session Cancellation Policy. In the event a customer wishes to cancel a scheduled training session, Broadvoice requires notice of cancellation to be provided at least 48 hours in advance prior to the date of training. Failure to provide such notice within 48 hours will result in the forfeiture of any fees paid, and the customer will not be entitled to any refund. This policy is applicable to all customers that schedule a training session, and the customer acknowledges and agrees to these terms and conditions.

8. Software

8.1 Software. If software is provided by Broadvoice in connection with the services, Broadvoice grants to Subscriber a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the software solely for the purposes of using the services. The license will permit such use by Subscriber and any of its employees or contractors (but only within the scope of their employment or services with Subscriber)

authorized by Subscriber to use the Service, provided that Subscriber shall be responsible for all uses of the Service as provided by this Agreement.

8.2 End-User Licenses. Certain Software Broadvoice provided to Subscriber may contain third-party software (“Third-Party Software”), including open-source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in documentation or in other media delivered with the Third-Party Software and which are incorporated by reference into this license. Such provisions shall govern the use of Third-Party Software. Subscriber agrees to comply with the terms of all end user license agreements accompanying any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires, or this Agreement is terminated.

8.3 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software. The Service, Broadvoice Equipment and Software and all information, documents, and materials on Broadvoice’s website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, website content, corporate names, service marks, trademarks, trade names, logos, and domain names of Broadvoice are and shall remain the exclusive property of Broadvoice and/or its Affiliates and nothing in this Agreement shall grant Subscriber the right or license to use any of the foregoing. Subscriber may not undertake, cause, permit or authorize the modification, creation of derivative works, or translate, reverse compile, disassemble, hack or reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

9. Confidential Information. Broadvoice shall maintain commercially reasonable safeguards designed to protect the confidentiality and integrity of Subscriber Data in accordance with the Privacy and Data Collection Policies as outlined in <https://www.broadvoice.com/privacy-policy>. To the extent any Subscriber Data includes Personal Data, Broadvoice shall comply with any applicable data protection Laws and any other specific requirements. Either party may, directly or through an affiliate, vendor, subcontractor, or other Broadvoice partner or advisor, or any workforce member or agent of the foregoing, disclose or otherwise make available to the other party or its Representatives information concerning the disclosing party or its Representatives which the Discloser indicates is confidential or proprietary, or which, by its nature, would reasonably be expected to be confidential or proprietary (collectively, “Confidential Information”), including, for example, trade secrets, technical information, pricing data, and product plans. In addition, the pricing and other terms of the Agreement shall be deemed the Confidential Information of each party. Notwithstanding the foregoing, Confidential Information shall not include any information that the Recipient can demonstrate (i) is already or later becomes disclosed to the public other than through the fault or negligence of Recipient or (ii) is lawfully obtained by Recipient from a third party which has the right to transfer or disclose it.

9.1 Standard of Care. The Recipient agrees: (a) To use the same degree of care that the Recipient uses, but not less than a reasonable degree of care, to protect the Discloser’s Confidential Information from unauthorized use, dissemination, publication, or disclosure. (b) To use Confidential Information only as needed for the purpose of the business relationship between the parties and for no other purpose. (c) Not to disclose Confidential Information to any third party, other than its advisors who have a need to know and who are bound by confidentiality obligations substantially equivalent to those set forth in this MSA. (d) Not to reverse engineer, decompile, or disassemble the Confidential Information, except and only to the extent that applicable law expressly permits, despite this limitation. (e) To immediately notify the Discloser of any intended or unintended unauthorized

disclosure or use of any Confidential Information by the Recipient or any other person or entity of which the Recipient becomes aware. (f) That the Discloser may seek a court order to prevent Confidential Information from becoming public in breach of this section. (g) To return or destroy the Confidential Information of the Discloser within ten (10) days after written request from the Discloser, except that the Recipient may retain one (1) archival copy of the Confidential Information as may be required by regulatory, legal, or record retention requirements, provided that any retained Confidential Information remains subject to the confidentiality obligations outlined in this MSA.

9.2 Exceptions. The obligations set forth in this section will not apply to Confidential Information: (a) That is, at the time of disclosure by the Discloser, or becomes, subsequent to such disclosure, publicly available without a breach of this MSA. (b) That was lawfully known to the Recipient, its advisors, or any of its Affiliates without an obligation to keep it confidential. (c) That is received by the Recipient, its advisors, or any of its Affiliates from a third party lawfully possessing and entitled to disclose such information. (d) That is independently developed by the Recipient, its advisors, or any of its Affiliates without use of any Confidential Information.

9.3 Compelled Disclosure. Notwithstanding this Section 9, the Recipient may share Confidential Information to the extent required by applicable federal, state, or local law, regulation, court order, or other legal process, provided that: (i) The Recipient will, where permitted by law, provide the Discloser with prompt written notice so that the Discloser may seek a protective order or other appropriate remedy. (ii) The Recipient will furnish only that portion of the Confidential Information that is, in the reasonable opinion of its counsel, legally compelled, and will take reasonable steps to ensure that any Confidential Information disclosed remains protected from further disclosure.

9.4 Survival. Each party's obligations under this Section 9.1 shall survive any termination or expiration of the Subscriber Agreement and remain in effect for three (3) years thereafter or, in the case of trade secrets, as long as permitted by applicable Law. The parties agree that, in the event this Section 9.1 conflicts or is inconsistent with a non-disclosure or confidentiality agreement (an "NDA") previously entered by the parties, this Section 9.1 shall govern as to disclosures from and after the effective date of the Subscriber Agreement.

10. Alarm Signals; Safety Applications. Subscriber understands that services are not authorized or intended to be used to carry alarm signals or for use in any high-risk, critical safety or other applications where any failure, interruption, or malfunction may reasonably be anticipated to result in bodily injury, loss of life, or any other catastrophic damage.

11. Use of Outside Market. Although Broadvoice sells services primarily to Subscribers domiciled in the primary market, Broadvoice's Services are nomadic by nature and may be accessible through an Internet connection virtually anywhere a broadband connection is available. Regulation of IP-based telephony services varies significantly from jurisdiction to jurisdiction. For example, some countries have prohibited IP-based telephony services that interconnect with the local PSTN, and others require the user to obtain a specific consent or license. In addition, internet service providers (ISPs) in some countries may impose contractual restrictions on the use of their services for IP-based telephony. Methods of enforcement range from number blocking and suspension of internet service to fines and criminal penalties. Before ordering services for use in a jurisdiction outside the primary market, Subscriber is urged to consult with counsel for advice regarding its proposed use of the Services in that jurisdiction. Subscriber shall be solely responsible and liable for any violation of local Laws or breach of third-party contract terms resulting from Subscriber's use of the services outside the primary market, regardless of whether Broadvoice has consented to such use.

12. Service Location Access and Installation

Please refer to your Service Order(s) for specific Installation terms.

12.1 Scope of Work. Broadvoice's installation services include a pre-installation site survey, on-site installation of equipment, and basic training in how to use the service. Unless otherwise stated in the Service Order, on-site Installation and Training includes four hours on-site for installation and basic training of Subscriber and/or their authorized representatives. Broadvoice will schedule one or more installation visits with Subscriber. Subscriber's authorized representative must be present during installation. If during installation Broadvoice determines additional time/work is necessary to enable Broadvoice to deliver the Services to the Service Location, Broadvoice will notify Subscriber of any additional charges. If Subscriber does not agree to pay such NRCs by executing a revised Service Order within five business days of receiving the same, Subscriber and Broadvoice shall each have the right to terminate the applicable Service Order. Subscriber shall connect Subscriber's computer or network to applicable Broadvoice-provided Equipment to enable access to the Services.

12.2 Scheduling. Subscriber understands that installation involves extensive planning, coordination, and equipment preparation. Broadvoice will work to accommodate Subscriber's schedule for installation whenever possible. Scheduled installations that are cancelled or postponed by Subscriber within 48 hours of installation date may incur an Install Cancellation Fee of \$500, plus any applicable non-refundable travel expenses.

12.3 Location Access. Broadvoice and any underlying providers and contractors will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary to review, install, inspect, maintain, or repair any Equipment or Materials necessary to provide the Internet Services. Subscriber shall provide Broadvoice with all permissions, consent, or authorizations necessary to activate, maintain, inspect, and repair the products and/or services and any Broadvoice equipment. If Subscriber owns or controls the Service Location(s), Subscriber grants Broadvoice and its underlying providers permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Subscriber, Subscriber will obtain, with Broadvoice's assistance, appropriate right of access. If such right of access for Broadvoice is not obtained by either party, then Broadvoice's obligations with respect to such Service Location shall be considered null and void.

12.4 Site Survey; Subsequent Interference. Broadvoice may perform an installation review of each Service Location prior to installation of the Services. Upon request, Subscriber shall provide Broadvoice with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Broadvoice determines that safe installation and/or activation of one or more of the Services will have negative consequences to Broadvoice or its underlying provider's personnel or Network or cause technical difficulties to Broadvoice or its Subscribers, Broadvoice may terminate the Service Order effective upon written notice to Subscriber or may require Subscriber to correct the situation before proceeding with installation or activation of the Services. Installations cancelled within 48 hours of installation date or after Broadvoice personnel are on site may incur an Install Cancellation Fee of \$500, plus any applicable non-refundable travel expenses.

12.5 Site Preparation. Subscriber shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Subscriber's equipment, furniture, and furnishings as necessary to access the Equipment or Services. Broadvoice reserves the right to cancel an installation if Subscriber's preparations are not complete, or Subscriber's site information provided is not accurate.

12.6 Required Maintenance. Broadvoice and its underlying provider will need periodic access for inspection, operation, and maintenance of the Network. Except in emergency situations, Broadvoice will obtain approval from Subscriber (not to be unreasonably withheld or delayed) before entering Subscriber Premises. At Broadvoice's request, Subscriber, or a representative designated by Subscriber, will accompany Broadvoice's employees or agents to any unoccupied unit for any purpose relating to the Equipment.

12.7 Self-Install. With some Broadvoice products, Subscriber may have the option to either install services themselves ("Self-Install") or pay for a professional installation service. Subscribers that choose to self-install may access Broadvoice Support services by phone or email. If inside wiring or inside wiring repair is required, you must contract with a third-party professional for such work at your own cost. Faulty or lack of inside wiring is not ground for cancellation of your contract. A required professional installation need for special equipment to establish a connection or incompatible wiring or phone system is not grounds for cancellation of the Services or this Agreement.

12.8. Domestic Termination. Refers to US 48 States, Hawaii, and Canada. Alaska, Puerto Rico, and US territories are charged separately per minute. International calls are billed at their individual rates.

13. No Commitments. Subscriber represents that Broadvoice has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. Broadvoice has no obligation to provide any future releases or upgrades or any features, enhancements, or functions, unless specifically agreed to by both Parties. Subscriber acknowledges that its purchasing decisions are not based upon any future features or functions.

14. Third Party Networks. In some cases, Broadvoice may utilize the public Internet and third-party networks outside of its control in conjunction with the provision and maintenance of the Service. In such cases, Broadvoice makes no representation that such third-party providers will adequately secure or protect the privacy of Subscriber or any end user's personal information, and Broadvoice expressly denies any associated liability. Actions or inactions by third party networks can result in situations in which Broadvoice Subscribers' services are impaired or disrupted. Broadvoice will use commercially reasonable efforts to remedy or avoid such events, however, Broadvoice expressly denies any associated liability.

15. Warranties and Limitations of Liability

15.1 Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BROADVOICE MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SERVICES AND EQUIPMENT, UNDER ANY THEORY OF LAW OR EQUITY, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

TITLE, AND NON-INFRINGEMENT, AND WHETHER OR NOT BROADVOICE HAS BEEN ADVISED OF ANY ALLEGED DEFICIENCY IN THE SERVICES OR EQUIPMENT. BROADVOICE PROVIDES THE SERVICE, EQUIPMENT, AND SOFTWARE ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. SUBSCRIBER ACKNOWLEDGES THAT BROADVOICE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

15.2 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BROADVOICE, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, CONTRACTORS, OR REPRESENTATIVES, OR ANY THIRD-PARTY LICENSORS, PROVIDERS, OR SUPPLIERS (COLLECTIVELY, THE “BROADVOICE PARTIES”), BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR DELAY IN PERFORMANCE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FORESEEABLE OR THE BROADVOICE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, THE BROADVOICE PARTIES SHALL HAVE NO LIABILITY FOR (A) ANY FAILURE OR INTERRUPTION OF THE SERVICES, INCLUDING 911 OR EMERGENCY SERVICES; (B) ANY FAILURE OR DELAY IN THE PROVISIONING, ACTIVATION, OR DELIVERY OF SERVICES; (C) ANY DEGRADATION OF SERVICE QUALITY, LATENCY, OR PERFORMANCE; (D) ANY LOSS OR FAILURE OF DATA, COMMUNICATIONS, OR TRANSMISSIONS; OR (E) ANY CLAIMS ARISING FROM OR RELATED TO THIRD-PARTY NETWORKS, INTERNET SERVICE PROVIDERS, CARRIERS, HARDWARE, SOFTWARE, OR OTHER SERVICES NOT PROVIDED DIRECTLY BY BROADVOICE, INCLUDING ANY ACTS OR OMISSIONS OF SUCH THIRD PARTIES.

THE SERVICES ARE PROVIDED OVER NETWORKS AND FACILITIES THAT ARE NOT CONTROLLED BY BROADVOICE, AND SUBSCRIBER ACKNOWLEDGES AND AGREES THAT BROADVOICE SHALL NOT BE LIABLE FOR ANY DELAYS, FAILURES, OR PERFORMANCE ISSUES ARISING FROM SUCH NETWORKS OR FACILITIES. SUBSCRIBER EXPRESSLY ASSUMES ALL RISK ASSOCIATED WITH THE USE OF INTERNET-BASED COMMUNICATION SERVICES.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE BROADVOICE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY SUBSCRIBER TO BROADVOICE FOR THE SERVICES IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT AND APPLIES IN THE AGGREGATE TO ALL CLAIMS.

THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

15.3 REMEDIES. BROADVOICE RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE, THE SOFTWARE, OR THE EQUIPMENT, OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE). NOTHING IN THIS SECTION SHALL BE DEEMED TO (A) INCREASE ANY LIABILITY OR OBLIGATIONS OF BROADVOICE OR ITS AFFILIATES, LICENSORS, PROVIDERS, OR SUPPLIERS BEYOND THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, OR (B) EXPAND ANY RIGHTS OR REMEDIES AVAILABLE TO SUBSCRIBER.

15.4 Reliance on Limitation. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF SECTION 15 IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES AND TO LIMIT BROADVOICE'S POTENTIAL LIABILITY IN LIGHT OF THE AGREED-UPON PRICING FOR THE SERVICES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF BROADVOICE WERE TO ASSUME THE RISK OF SUBSCRIBER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER TYPES OF LOSSES LISTED IN SECTION 15, OR THE RISK OF LIABILITY IN EXCESS OF THE LIMIT DESCRIBED ABOVE. BROADVOICE RELIED ON THESE LIMITATIONS WHEN OFFERING TO PROVIDE THE SERVICES TO SUBSCRIBER.

16. Indemnification.

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and each of its officers, agents, affiliates, parents, subsidiaries, directors, members, contractors, partners, shareholders, (excluding invitees unless present on the Indemnifying Party's premises or under its control), and employees from and against any and all claims, demands, causes of action, suits, judgments, settlements, obligations, fines, penalties, damages, liabilities, charges, costs, and expenses, in law or equity, of every kind and nature whatsoever, including reasonable attorneys' fees, arising from, related to, or in connection with (i) such party's gross negligence or willful misconduct in performing activities under or related to this Agreement, including, but not limited to: (a) Any violation of applicable laws, regulations, by the Indemnifying Party in connection with its performance under this Agreement; (b) The use or misuse of the Service, the Software, the Equipment, or the Internet, or the placement or transmission of any message, information, software, or other materials on the Internet by Subscriber (or any parties who use Subscriber's account, with or without Subscriber's permission, to access the Service); (c) Negligent acts, errors, omissions, or willful misconduct by the Indemnifying Party (or any parties acting on its behalf or using its account, with or without your permission, to access the Service); (d) Injuries to or death of any person and for damages to or loss of any property, , but only to the extent caused by the Indemnifying Party's negligence or willful misconduct; (e) Claims for infringement of any intellectual property rights by the Indemnifying Party Materials (as defined herein); (f) Infringement of any intellectual property rights, including claims for unauthorized use or reproduction of patent, copyright, trademark rights, or any other proprietary technology to the extent caused by the Indemnifying Party; (g) any fraud, misrepresentation, or bad faith conduct by the Indemnifying Party.

Notwithstanding the foregoing, Subscriber shall indemnify, defend, and hold harmless Broadvoice from and against any and all claims arising out of or related to Subscriber's use of the Services, including any violation of applicable law (including without limitation TCPA, telemarketing, or data privacy laws), misuse of the Services, or content transmitted through the Services. Notwithstanding the foregoing, Broadvoice shall indemnify, defend, and hold harmless Subscriber solely from third-party claims that the Services, as provided by Broadvoice and used in accordance with this Agreement, infringe any valid United States patent, copyright, or trademark, except to the extent any such claim arises from: (i) Subscriber's modification of the Services; (ii) combination of the Services with third-party products or services not provided or approved by Broadvoice; or (iii) Subscriber's failure to use an updated or modified version of the Services provided by Broadvoice. Broadvoice shall have no obligation under this Section to the extent a claim arises from Subscriber Data or content transmitted by Subscriber. The foregoing states Broadvoice's entire obligation and Subscriber's sole and exclusive remedy with respect to any claim of intellectual property infringement.

16.1 Exclusions. The indemnification obligations of each party do not apply to claims arising from: (a) The Indemnified Party's misuse of the Services or Software, including unauthorized use; (b) The combination of the Services with any third-party products, services, or hardware not provided by the Indemnifying Party; (c) Modifications made by the Indemnified Party or third parties, unless such modifications were made following instructions from the Indemnifying Party. (d) any claim to the extent caused by the negligence or willful misconduct of the Indemnified Party; (e) any claim settled without the Indemnifying Party's prior written consent.

16.2 Procedure. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such claim, action, or demand, provided that failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent materially prejudiced, and shall cooperate fully in the defense thereof. The Indemnifying Party shall have the right to control the defense and settlement of any such claim, including selection of counsel reasonably acceptable to the Indemnified Party. However, the Indemnified Party shall have the right to participate in the defense at its own expense. The Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed, or conditioned, except that such consent shall not be required for any settlement that (i) includes a full release of the Indemnified Party, and (ii) does not impose any admission of liability or monetary or injunctive obligation on the Indemnified Party.

17. Arbitration. Waiver of Jury Trial

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES. In the unlikely event that Broadvoice is unable to resolve a dispute related to the Subscriber's Equipment or Services within a reasonable time, any claim, dispute, or controversy (excluding Broadvoice's claims for injunctive or other equitable relief), whether arising from contract, tort, statute, or otherwise and related to this Agreement, the Equipment, the Services, or any breach or alleged breach of this Agreement (collectively referred to as "Claims"), shall be resolved through binding arbitration. This arbitration will be conducted in accordance with the Arbitration Rules of the American Arbitration Association. This agreement to arbitrate is intended to be given the broadest possible meaning under Applicable Laws. The initiation of an arbitration dispute shall not otherwise prevent Broadvoice or Subscriber from terminating services in accordance with this Agreement. Disputes about the arbitrability of any claims and/or the scope, enforceability, or validity of this arbitration agreement shall be decided by an arbitrator. If an agreement to resolve the dispute is not reached, an

arbitration proceeding may be commenced by downloading or copying a form from the AAA website (<http://www.adr.org>). The amount of any settlement offer made by Subscriber or Broadvoice shall not be disclosed to the arbitrator.

Each party will be responsible for its own costs incurred in the arbitration, including arbitration filing fees and attorneys' or expert witness fees. The arbitrator's costs and expenses shall be shared equally between the parties. The arbitration will be conducted in Los Angeles County, California. Each party will be responsible for paying any filing, administrative and arbitrator fees in accordance with the Arbitrator's rules. The award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Broadvoice from seeking injunctive or other equitable relief from the courts as necessary to protect any of Broadvoice's proprietary interests. Subscriber and Broadvoice agree that, by entering into this agreement, Subscriber and Broadvoice are waiving the right to a trial by jury. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE ENTITY or PERSON'S CLAIMS. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS PROVISION TO BINDING NEUTRAL ARBITRATION.

18. MISCELLANEOUS

18.1 Assignment. You agree not to assign or otherwise transfer this Agreement, in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. Broadvoice may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

18.2 Waiver. The failure of either party to exercise or enforce any right or remedy under the Agreement shall not constitute a waiver of such right or remedy, except as expressly provided herein. Except as provided elsewhere in this Agreement, no waiver or amendment to any provision of the Subscriber Agreement shall be enforceable against a party unless it is in writing and otherwise conforms to the requirements of these Terms.

18.3 Severability. If any provision of the Agreement is deemed illegal, invalid or unenforceable in whole or in part under applicable Law, the Agreement shall be deemed amended as and to the extent necessary to render its terms valid, enforceable under applicable Law, and, insofar as possible, consistent with the original intent of the parties.

18.4 Choice of Law. You and Broadvoice agree that the substantive laws of the state of California will be applied to govern, construe, and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, except to the extent such law is inconsistent with Federal law. The proper venue for any action is in the City of Los Angeles, County of Los Angeles and Subscriber waives any objection as to venue or inconvenient forum in such courts. To the fullest extent permitted by law, you and Broadvoice agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18.5 Compliance with Laws. Subscriber shall at all times comply with all applicable federal, state, and local laws, ordinances, regulations, and orders, including, but not limited to, prohibitions against the use of unfair, deceptive, or abusive acts or practices, the Telephone Consumer Protection Act and all regulations and opinions issued thereunder (collectively, "TCPA"), Truth in Caller ID Act, the Federal Trade Commission's ("FTC") Telemarketing Sales Rule, the CAN-SPAM Act of 2003, California Consumer Privacy Act of 2018, and other laws and regulations relating to the processing, storage, protection, and disclosure of personal information, prohibitions against the use of unfair or deceptive acts and practices in commerce, and use of telecommunications in commerce, rules related to the recording or monitoring of phone calls, SMS messages, or other communications, and rules established by the Federal Communications Commission ("FCC"). Subscriber shall at all times maintain all necessary licenses and registrations to conduct its business and utilize the Services. If Subscriber uses the Services to engage in SMS/MMS communications, Subscriber will comply with all applicable industry standards including, but not limited to, the Mobile Marketing Association's U.S. Consumer Best Practices and the Cellular Telephone Industry Association's (CTIA) Messaging Principles & Best Practices and Short Code Monitoring Handbook. Subscriber will be fully responsible for all activities by any parties who use Subscriber's account, with or without Subscriber's permission, to access the Services as if such activities were undertaken by Subscriber itself. For avoidance of doubt, and not limitation, Subscriber is solely responsible for configuring and using the Services in a manner that complies with all applicable laws and regulations.

18.5.(a).10DLC Registration Requirement. All Broadvoice customers using messaging services must register their messaging campaigns with The Campaign Registry ("TCR"). This registration is required to comply with regulations governing 10-digit long code (10DLC) messaging. Failure to complete the registration may lead to disruptions or the unavailability of messaging services, for which Broadvoice will not be liable. Customers are solely liable for ensuring that their messaging campaigns are registered with TCR. Broadvoice may passthrough or impose fees for the registration and management of messaging services, which will be charged to Customer as applicable.

18.6 Monitoring. Broadvoice may monitor the use of our service for violations of these Terms. We may remove or block all communications if we suspect a violation of this Agreement, or if we think it necessary in order to protect our service, or Broadvoice, its parent, affiliates, directors, officers, agents, and employees from harm.

18.7 Assistance. Client will promptly comply, at Client's cost, with all requests from Broadvoice for assistance in responding to subpoenas, traceback requests, discovery demands, and other inquiries and notices (collectively, "Requests") related to Client's use of the Services. In addition to any other rights and remedies to which Broadvoice is entitled under this Agreement, Broadvoice may, in its sole discretion, require reimbursement from Client for Broadvoice's reasonable costs and expenses (including attorneys' fees) in responding to Requests related to Client's use of the Services. Client will also promptly comply, at Client's cost, with all requests from Broadvoice related to fulfilling Broadvoice's policies and procedures governing robocall mitigation, Client due diligence, and "know your customer" activities.

18.8 Compliance. Broadvoice's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

18.9 Force Majeure. Neither party will be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

19. Entire Agreement. This Agreement, including all policies posted on Broadvoice's website, which are fully and expressly incorporated into this Agreement by reference, constitutes the entire agreement between you and Broadvoice with respect to the subject matter hereto and supersedes all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements, or other documents, written or electronic, are void, unless it has been mutually agreed upon, in writing, and signed by both parties.

20. Notice. Notices by Broadvoice to you shall be deemed given when provided in writing and: (a) when sent to your primary contact email address on the date email was sent ; (b) when deposited in the United States mail (including UPS, FedEx) addressed to you at the address you have specified in your account options; or, (c) when hand delivered to your home, as applicable.

21. Acceptable Use. Subscriber agrees to use the VOIP Service, and all other related services Subscriber purchased under Broadvoice 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.

22. Privacy Policy. Broadvoice will treat each Subscriber's personal information in accordance with Broadvoice's Privacy Policy ("Privacy Policy") published at <https://www.broadvoice.com/privacy-policy-2/>. Subscriber agrees to the terms of the Privacy Policy. Broadvoice reserves the right to amend and update the Privacy Policy without notice.

23. Survival. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability, and Indemnification, shall survive such termination, cancellation, or expiration.

24. Electronic Communications. When you visit broadvoice.com, sign up for service with us, or send e-mails to us, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically in return. It is the responsibility of the subscriber to maintain and update a valid email address with Broadvoice. Broadvoice will not be held responsible for interruptions in service or cancellation of service for nonpayment due to an email not being received by the subscriber or filtered out by the email provider being utilized by the subscriber. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Broadvoice sends regular account notifications, balance notifications, and subscription renewal emails which cannot be opted out of. Subscribers may opt out of optional email correspondences, such as periodic newsletters and feature update announcements by clicking a link at the bottom of the email correspondence.

25. Third Party Beneficiaries. If you are not a party to this agreement, you do not have any remedy, claim, reimbursement, or cause of action. This agreement does not create any third-party beneficiary rights.

26. Document Acceptance and Signature. A Service Order or similar document setting forth a Service proposal that has been prepared by Broadvoice and sent to Subscriber for acceptance shall be deemed accepted, and shall become effective and legally binding on both parties, when an authorized representative of Subscriber (or an individual that Broadvoice reasonably believes to be such) manifests its assent in the manner indicated by the document (for example, by signature or “click to accept”). Notwithstanding the foregoing, a quotation or Service Order attached as an exhibit to a Service Agreement shall become effective as a Service Order when the parties enter into the Agreement, without further Subscriber acceptance. Use of DocuSign, or any other widely used method of verifiable electronic signature and delivery, shall be a valid method for signature and delivery of all documents hereunder.