

MASTER SERVICE AGREEMENT for CARRIER VOICE

This Master Service Agreement for Carrier Voice (this “**Agreement**”) is entered into by and between SANGOMA US INC. (“**Provider**”) and the counterparty set forth in the signature block of this Agreement or the counterparty that otherwise agrees to abide by the terms of this Agreement (through, for example, a “click-through” acceptance form when ordering Services, or an order form that incorporates this Agreement) (“**Customer**”), as of the date upon which it is fully executed or otherwise agreed to (“**Effective Date**”).

Provider and Customer may be referred to collectively as the “**Parties**” and individually as a “**Party**.”

Capitalized terms not otherwise defined in this Agreement will be as defined in Exhibit A.

RECITALS

1. Provider is in the business of providing telecommunications services, enhanced services, and other related services.
2. Customer desires that Provider provide Customer with some of its services, and Provider desires to provide Customer with those services, subject to the terms of this Agreement.

AGREEMENT

The Parties agree as follows:

1. **RECITALS**. The recitals stated above are true and hereby incorporated and made part of this Agreement.
2. **GENERAL DESCRIPTION**.
 - 2.1 **Services**. Provider is a provider of certain international and domestic VoIP telecommunications services and other related services (collectively, “**Services**”). The Services are offered in a variety of forms and packages and consist of a combination of software solutions, products, networks, services, hosting facilities, hardware, documents, and information. The Parties shall comply with the Service-specific terms and conditions specified in Exhibit B, incorporated herein by reference (“**Terms and Conditions**”).
 - 2.2 **Subscriber Relationship**. Customer desires to purchase the Services either for its own use, or for resale to Subscribers. Nothing in this Agreement or otherwise will create, or be deemed to create, any connection, contractual or otherwise, between Provider and Subscribers. Customer shall be responsible for the management of Subscribers and related compliance obligations, including, without limitation, Subscriber solicitation, service requests, creditworthiness, customer service, billing and collection, regulatory compliance, FCC “Know Your Customer” obligations, and license agreements or fees. In addition, Customer is solely responsible for collecting from its Subscribers any payment of applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes; regulatory fees and charges now in force or enacted in the

future; or additional costs that arise from or are a result of Customer's provision of services to its Subscribers.

3. **TERM AND TERMINATION.**

3.1 **Term.** The term of this Agreement ("Term") commences on the Effective Date and continues thereafter in perpetuity, until terminated as provided in this Agreement.

3.2 **Termination for Convenience.** Either Party may terminate this Agreement at any time, without cause, by providing at least 30 days' prior written notice to the other Party.

3.3 **Termination for Cause.** Either Party may immediately terminate this Agreement without liability if the other Party: (a) fails to cure a breach of this Agreement after expiration of all applicable notice and cure periods, which will be ten days after written notice if not otherwise set forth in this Agreement; or (b) becomes the subject of a voluntary petition, or an involuntary petition not dismissed within sixty days, in bankruptcy or any proceeding for insolvency, receivership, liquidation, or assignment for the benefit of creditors. Termination under this Section will be a nonexclusive remedy for breach without prejudice to any other right or remedy of the terminating Party.

3.4 **Effect of Termination.** All ongoing Services that Customer has purchased from Provider will expire or terminate upon termination of this Agreement. The termination of this Agreement will not release either Party for any obligation or liability to the other Party, including any payment obligation, that (i) has already accrued hereunder; (ii) comes into effect due to the expiration or termination of this Agreement; or (iii) otherwise survives the termination of this Agreement.

3.5 **Account Cancellation.** To request cancellation of Customer's Back Office account, Customer must submit the request through the Back Office. Provider shall process the request within 30 days. Before the account is cancelled, Customer must remove all active Services from the account. Failure to remove active Services before cancellation may result in a \$250 administration fee, due and payable upon receipt.

4. **ORDERING SERVICE.**

4.1 **Order Placement.** Customer may order the Services via the Back Office, which requires Customer to provide certain information, including, but not limited to, Customer's name, billing address, email address, payment information, contact name, contact email, and contact telephone number. Customer shall provide the required information, and shall ensure that it is true and accurate, and shall submit any updates to Provider within five days by following the process outlined in the Back Office. If Customer provides any information that is untrue or inaccurate, Provider may immediately suspend Customer's use of the Services without notice and without liability on the part of Provider. Provider will have no liabilities or obligations related to any amount billed or undeliverable notices due to inaccurate information provided by Customer.

4.2 **Customer Network Facilities and Equipment.** Customer is solely responsible for the acquisition, installation, testing, maintenance and security of its equipment and network facilities needed for Customer and Subscribers to utilize the Services, including facilities between Customer's point of presence and Subscribers. Customer shall inform Subscribers that the Services may not be compatible with all communication equipment. Customer is solely responsible for any liabilities that arise from the equipment, software, and facilities provided by Customer and Subscribers.

5. **REGULATORY COMPLIANCE.** Customer shall comply with all applicable law, including, but not limited to, the requirements outlined below in this Section.

5.1 **CPNI.** The Parties shall use CPNI only in accordance with applicable law.

5.2 **Robocall Mitigation Database.** Customer shall adhere to all applicable robocall mitigation program requirements for voice service providers as listed in 47 CFR 64.6305(a), as amended, as well as any other applicable laws related to robocall mitigation. If Customer is required by applicable law to register in the Robocall Mitigation Database and is not properly registered, then Provider may immediately terminate all Services without notice and without liability on the part of Provider.

5.3 **FCC Traceback Requirements.** Customer shall adhere to all applicable FCC policies regarding compliance with the ITG including, but not limited to, the requirement for twenty-four hour response time for all voice service providers regarding requests for traceback information (47 CFR § 64.1200(n)(1)). Customer shall notify Provider within twenty-four hours if Customer or any Subscribers have been determined by ITG to be a "Non-Cooperative Voice Service Provider."

5.4 **Subscriber Identification.** Upon Provider's request, Customer shall (i) promptly supply Provider with the identity of a Subscriber that was the source of any reportedly illegal call traffic Customer routed to Provider, and (ii) remove the Subscriber's traffic from Provider's route within twenty-four hours. If the traffic is not removed as requested, Provider may suspend the affected Service without notice and without liability, until the traffic has been removed.

5.5 **Regulatory Status Notification.** Customer shall notify Provider if (i) Customer has been blocked from another voice service provider's network after being determined to have violated laws or regulations pertaining to illegal robocalling, fraudulent calling, or illegal telemarketing practices, (ii) Customer has been otherwise determined to be a "bad-actor upstream voice service provider," or (iii) Customer or its owners or controlling persons are subject to the filing of a civil lawsuit or an adverse judgment in a civil lawsuit relating to illegal robocalls.

5.6 **Lack of Regulatory Compliance.** Customer's failure to comply with any applicable law may result in immediate suspension of the Services without notice and without liability during investigation of the violation. Permanent termination of the Services may result depending upon the findings of an investigation.

6. **RATES.** Provider will charge Customer for the Services per the pricing set out in the Rate Sheet. Provider shall provide Customer with a Rate Sheet. Provider may update the Rate Sheet via a Rate Notification. Provider shall notify Customer regarding updated rates at least (i) two calendar days in advance for international Voice Termination; and (ii) seven calendar days in advance for domestic Voice Termination. Customer problems in receiving a Rate Notification will not affect its effectiveness. Customer's use of a Service after the effective date of an updated rate will be deemed acceptance by Customer to the updated rate.

7. **BILLING & PAYMENT.**

7.1 **Payment Terms.** Provider shall invoice Customer for any amounts owed. Invoices may be issued in arrears or for prepayment, depending on the Service. Invoice frequency will vary depending on the Service and other factors. Payment due dates will depend on credit approval, Service type, and other factors. Customer shall pay all invoiced amounts by the due date specified on an invoice, except for any amounts disputed by Customer in good faith.

7.2 **Invoice Disputes.** If Customer disputes any amount billed by Provider, Customer shall notify Provider by submitting a "billing dispute form" found in the Back Office within 30 days after the date of the disputed invoice. An invoice for which no timely dispute notification is received will be deemed accepted by Customer as true and correct, and Customer shall pay all amounts due under the invoice within the period set forth in Section 7.1. The Parties shall seek to resolve all invoice disputes expeditiously and in good faith. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any invoice dispute, including, without limitation, payment by Customer of all undisputed amounts due and payable under this Agreement.

7.3 **Late Payments.** Except for invoiced payments that Customer has successfully disputed, all late payments will bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, compounded daily. Customer shall also reimburse Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law, Provider may suspend any Services if Customer fails to pay any amounts when due, except for amounts disputed in good faith.

7.4 **Reinstallation Charges.** Provider may assess reinstallation charges against Customer if Provider suspends the Services because of Customer's nonpayment or breach of this Agreement.

7.5 **Invoices and Billing Notifications.** Provider may provide invoices and related billing notifications to Customer by email at the email address provided by Customer in the Back Office. Provider accepts no responsibility for invoices or related billing notifications that are not received by Customer or for any interruption in Services or other harm resulting from any invoice or related billing notification sent to the provided email address but not received by Customer.

7.6 **Payment Information.** Customer shall be responsible for accurately providing Provider with Customer's valid payment information, including the payment method, and for always maintaining and updating the same. Customer shall ensure that all amounts billed in accordance with this Agreement are available each time Provider attempts to charge or debit any account designated for such purposes.

7.7 **Additional Fees.** Customer shall pay charges in addition to those charges normally associated with the consumption of the Services in those circumstances in which costs and expenses are generated by Customer and incurred by Provider, including but not limited to: (a) costs associated with Provider's employees, agents or third parties assisting Customer with problems relative to Customer's network, equipment or service outage if Provider determines in its reasonable discretion the outage was not a result of Provider's network or facilities; and (b) costs associated with Provider's employees, agents, or third parties compliance with criminal, quasi-criminal or civil subpoenas, court orders, and/or the like, that relate to Customer or third parties that access and/or use the Services by and through Customer. Provider may charge Customer for any applicable fees listed in the Fee Schedule.

7.8 **Usage Commitment.** Provider may require Customer to commit to and pay a minimum monthly usage charge for certain Services. If a minimum commitment is required by Provider at the time a Service is purchased, Customer shall pay that amount throughout the term of that Service.

7.9 **Taxes.** Customer shall pay any applicable federal, state, local, or other governmental or quasi-government sales, use, excise, public utility, or other taxes, regulatory fees, and charges now in force or enacted in the future, as well as other additional costs that may arise from Customer's consumption of the Services. Similarly, Provider may pass through to Customer taxes and fees owed by Provider to the extent permissible by law; those amounts are in addition to set-up fees or charges associated with the consumption of the Services.

7.10 **Tax Exemption.** If Customer is exempt from paying any taxes or fees, Customer must provide valid documentation certifying that Customer is exempt. Provider may take up to 30 days to validate an exemption form, and Customer will be responsible for all taxes and fees incurred through completion of the validation process. If an exemption form is validated, a credit will be applied to Customer's account for the applicable exempt taxes and fees paid by Customer from the date the valid exemption form was provided to Provider.

7.11 **Payment Methods.** Provider may permit Customer to provide one or more payment facilities. Provider may draw any amount due from Customer from any payment facility provided by Customer.

7.12 **Prepayment.** If Customer has prepaid for any Services, those Services will be immediately suspended without notice at the time the charges for Customer's consumption of Services has

reached the pre-payment amount. Customer is responsible for monitoring its consumption of Services and replenishing any prepayment amounts as necessary to continue using the Services.

7.13 **Security Deposit.** As a condition of providing Services to Customer, Provider may require Customer to make a security deposit, which will be due upon Provider's written request. Provider is not required to keep the security deposit separate from its general accounts. Upon termination of Services or this Agreement, Provider may apply the deposit to any fees, charges, or other amounts unpaid by Customer. No trust relationship is created between Provider and Customer with respect to any security deposit.

7.14 **Credit Approval.** Customer shall comply with Provider's initial and continuing credit approval requirements. Provider may withhold initiation or full implementation of Services pending satisfactory credit approval.

8. **CONFIDENTIALITY.**

8.1 **Confidentiality Requirements.** Provider and Customer each acknowledge the need to protect the other's Confidential Information that may have or may be disclosed before or during the Term. As a result, the Parties have entered into a Mutual Confidentiality Agreement (or similar document) either contemporaneously with or shortly before this Agreement (the "NDA"). This Agreement ratifies and confirms the NDA in all respects and incorporates it by this reference into this Agreement. Provider and Customer further acknowledge that this Agreement falls within the definition of "Business Purpose" stated in the NDA. For purposes of this Agreement, Confidential Information must continue to be disclosed, handled, and treated as required by the NDA. To avoid doubt, the breach of, the non-performance under, or expiration or termination of this Agreement will not impact the Parties' obligations under the NDA. If there is a conflict between the terms of the NDA and this Agreement, the terms of the NDA will control.

8.2 **Subpoenas.** Customer agrees and understands that it may be necessary for Provider, in the course of providing the Services, to access, use or disclose Customer or Subscriber information as required by law, including, without limitation, pursuant to subpoenas *duces tecum* (and similar documents), court orders, and other actions of governmental agencies or entities.

8.3 **Data Usage.** During the Term, it may be necessary for Provider to transfer, process and store billing and utilization data and other data necessary for Provider's operation of its network and for the performance of its obligations under this Agreement. Customer hereby consents that Provider may (a) transfer, store and process such data; and (b) use such data for its internal purposes and as allowed by law.

9. **INTELLECTUAL PROPERTY.**

9.1 **License.** During the Term, Customer is only granted a nonexclusive, non-transferable, non-assignable, revocable license to use the Services strictly in accordance with the Terms and

Conditions. The limited license granted to Customer terminates upon the termination of this Agreement.

9.2 **Intellectual Property.** The Parties will retain ownership rights in and to their respective intellectual property. Neither Party may use the other Party's intellectual property without the Party's consent.

9.3 **Trademark License.** The "Marks" are Provider's trademarks and logos, both registered and in common law. Provider grants Customer a non-exclusive, non-transferable, non-assignable, royalty-free, revocable right to use, reproduce, publish, and display the Marks in print, on their websites, and on their social media sites (the "License"). The License may be used solely for marketing, advertising, and selling the Services. The License will immediately terminate upon the termination of this Agreement. Customer shall comply with all standards of use for the Marks and at all times display appropriate trademark and copyright notices as instructed by Provider and in compliance with Provider's brand guidelines and trademark policy available on the Policy Page.

10. **DISCLAIMER OF WARRANTIES.**

10.1 THE SERVICES ARE OFFERED AND PROVIDED "AS IS", "AS AVAILABLE" AND SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY FOUND IN THIS AGREEMENT. PROVIDER MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY OF DATA, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR AGAINST INFRINGEMENT OF ANY NATURE. IN ADDITION, PROVIDER MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

10.2 PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACTIONS OF THIRD-PARTY SERVICE PROVIDERS.

10.3 ANY STATEMENTS AND/OR DESCRIPTIONS CONCERNING THE SERVICES BY PROVIDER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES ARE INFORMATIONAL ONLY AND ARE NOT AUTHORIZED TO BE GIVEN AS A WARRANTY OF ANY KIND, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT OR DESCRIPTIONS.

11. **LIMITATION OF LIABILITY.**

11.1 **Waiver of Indirect Damages.** IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN

CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 Damages Cap. THE COLLECTIVE AGGREGATE LIABILITY OF PROVIDER AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, MUST NOT EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$25,000, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.3 Statute of Limitations. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING MAY BE ASSERTED BY CUSTOMER AGAINST PROVIDER AND CUSTOMER WAIVES ANY LONGER STATUTE OF LIMITATIONS UNDER APPLICABLE LAW.

11.4 Exclusions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 11 SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM: (1) CUSTOMER'S FAILURE TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT; (2) CUSTOMER'S BREACH OF ITS NONDISCLOSURE OBLIGATIONS AS REQUIRED BY THIS AGREEMENT; (3) CUSTOMER'S OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION); (4) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (5) CUSTOMER'S VIOLATION OF APPLICABLE LAW.

11.5 Applicable Law. IF APPLICABLE LAW DOES NOT ALLOW ANY OF THE EXCLUSIONS OR LIMITATIONS IN SECTION 11, SUCH EXCLUSIONS OR LIMITATIONS

WILL REMAIN IN EFFECT TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

12. **INDEMNIFICATION**. Customer shall indemnify, defend, and hold harmless Provider Indemnitees from and against any claims, demands, actions, losses, damages, assessments, charges, liabilities, costs, and expenses (including, without limitation, interest, penalties, attorney's fees, and disbursements) asserted or claimed by a non-affiliated third party against any Provider Indemnitees, directly or indirectly, on account of or in connection with: (a) Customer's default or breach of any provision in this Agreement; (b) personal injury, death, or damage to or loss of any property arising out of or in any way relating to Customer's provision of services or its actions in furtherance of or pursuant, directly or indirectly, to this Agreement; or (c) any claim, cause of action, judgment, liability, or expense relating to or arising out of the acts or omissions of Customer under this Agreement.

13. **DISPUTE RESOLUTION**.

13.1 **Choice of Law**. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws rules or other rules that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

13.2 **Choice of Forum**. Any legal suit, action, or proceeding arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, must be instituted exclusively in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division, and each Party irrevocably: (a) submits to the exclusive jurisdiction of such courts; and (b) waives any objection to such courts based on venue or inconvenience.

13.3 **Attorneys' Fees**. If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement), including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing party in the suit, action or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including reasonable attorneys' fees and expenses, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

13.4 **Jury Trial Waiver**. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL

ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14. **AUDIT AND LAW ENFORCEMENT**. Provider may audit, track, or monitor any use of the Services to (a) provide the Services; (b) enforce the provisions of this Agreement; (c) comply with legal requirements; (d) protect and defend the rights or property of Provider or its ULCs or third-party vendors; (e) respond to a request for identification in connection with a claim of unlawful activity; (f) protect the interests of Provider's customers or their subscribers; (g) conform to Provider's contractual obligation with any ULC or third-party vendor; or (h) protect Provider's network. Customer agrees that this Agreement is sufficient notice to Customer of such monitoring to the extent any notice is required under applicable law.

15. **PRIVACY**. The Services utilize the public internet and third-party networks. Provider and its ULCs or third-party vendors will not be liable for any lack of privacy which may be experienced by Customer with regard to the Services.

16. **CONTENT**. Provider, its ULCs, and its third-party vendors do not operate or control the content transmitted by the Services. Therefore, Provider, its ULCs, and its third-party vendors will have no liability or responsibility for any content transmitted by the Services.

17. **GENERAL PROVISIONS**.

17.1 **Entire Agreement**. This Agreement and any other documents incorporated into this Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

17.2 **Force Majeure**. Except for Customer's payment obligations arising under this Agreement, neither Party will be liable for any delay or failure in performing any of its obligations hereunder due to causes of force majeure, which are the result of circumstances or events which are not reasonably foreseeable and are beyond such Party's reasonable control, including, without limitation, acts of God, pandemics or endemics, acts of government, flood, fires, earthquakes, civil unrest, acts of terror, riots or insurrections, war, strikes or other labor problems (excluding those involving a Party's employees), embargoes, judicial action, computer or telecommunications failures or delays involving hardware or software not within a Party's possession or reasonable control, and network intrusions or denial of service attacks (each a "**Force Majeure Event**"). The Party affected by a Force Majeure Event will advise the other Party in reasonable detail of the Force Majeure Event as promptly as practicable and keep the other Party reasonably apprised of

progress in resolving the Force Majeure Event. If a Force Majeure Event continues substantially uninterrupted for a period of thirty days or more the affected Party may terminate this Agreement.

17.3 **Survival.** The provisions of this Agreement that, by their purpose, are intended to survive the termination of Services or this Agreement will so survive. The provisions will include, but will not be limited to, those provisions that include indemnification clauses, limitations on liability, warranty limitations, billing, non-disclosure and Customer's obligations to pay for the Services, including any additional usage charges which may occur after cancellation of the Agreement.

17.4 **Non-Waiver.** Failure by either Party to insist upon strict performance of any terms or conditions of this Agreement or failure or delay to exercise any rights or remedies provided in this Agreement or by law will not release either Party from any of the obligations hereunder and will not be deemed a waiver of any current or future right to insist upon strict performance thereof or any rights and remedies provided for in this Agreement.

17.5 **Assignment.** Customer may not assign this Agreement without the express written consent of Provider, provided that consent must not be unreasonably withheld. Provider may assign this Agreement, without consent, to an affiliate, or an entity which acquires all or substantially all of the stock or assets of Provider, or to a successor in a merger, acquisition or restructuring of Provider.

17.6 **Third-Party Beneficiaries.** Except for third parties indemnified under Section 12 of this Agreement, there are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties (and their respective successors, heirs and permitted assigns) any rights, remedies, obligations or liabilities.

17.7 **Notices.** Each Party shall deliver all notices given pursuant to this Agreement (each, a "Notice") in writing to the other Party at its email address specified below in this Section 17.7. A Notice is effective only if the party giving Notice has complied with the requirements of this Section. Provider may send Notices through its ticket system. A Notice is effective on the (a) date sent by email if emailed to the recipient before 5:00 P.M. at the recipient's location on a day other than a Saturday, Sunday, or other day on which the recipient is required by law to be closed for business (a "Business Day"); or (b) next Business Day after the date sent by email if emailed after 5:00 P.M. at the recipient's location or on a day other than a Business Day. A Party may change its email for purposes of this Section by sending the other Party notice of such change.

Provider

For contractual matters:

legal@sangoma.com and
contracts@voipinnovations.com

For billing matters:

billing@voipinnovations.com

Customer

For all matters: Customer's email address
provided in the Back Office.

Signatures on next page.

SIGNED:

PROVIDER

CUSTOMER: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A DEFINITIONS

For the purposes of this Agreement, and any Rate Sheet, the following terms will have the following meanings:

“**ALOC**” means average length of calls.

“**ANI**” means automatic number identification, which is a service that allows the receiver of a phone call to capture and display the phone number of the originating caller.

“**ASR**” means answer seizure ratio, which is the percentage of calls completed compared to the total call volume.

“**Back Office**” refers to Provider’s customer portal through which various information can be obtained and Customer can order Services. The current link to the Back Office is <https://backoffice.voipinnovations.com/>. (Provider will notify Customer of any updated links or instructions for accessing the Back Office.)

“**CDR**” means the electronic record of individual telephone calls, and may include call components such as: from, to, date/time, destination, duration of call.

“**CPNI**” means Customer Proprietary Network Information and is defined and regulated by the FCC and includes, without limitation: CDRs, the type of services/network a Customer subscribes to, and any other information that appears on a Customer’s invoice.

“**CVRS**” means Customer Voice Response Services.

“**DID**” means “Direct Inward Dialing” associated with a telephone number assigned by Provider to Customer for use by Customer, Subscriber, and/or End User.

“**End User Location Information**” means the pre-validated location or address provided by Customer using Back Office and sent by Customer in the 911 call SIP invite to Provider (in a manner and format designated by Provider).

“**End User**” means an entity or individual receiving Service from Provider, Customer or Subscriber.

“**Fee Schedule**” means the current Provider fee schedule available on the Policy Page that outlines the different fees that Provider charges for different items, including, but not limited to, billing matters, payment issues, credit card chargebacks, NSF checks, printed and mailed invoices, payments by check, and cancellation fees.

“**Inbound Calling**” means a call from the PSTN through Provider or another IP endpoint to Customer.

“**Indeterminate**” means a call which cannot accurately be identified as Interstate or Intrastate due to an invalid or omitted Originating ANI.

“**International Call Termination**” means outbound calls destined for anywhere outside of the 48 contiguous United States, Alaska, and Hawaii.

“**Interstate**” means a call which originates and terminates in different states.

“**Intrastate**” means a call which originates and terminates in the same state.

“**ITG**” means USTelecom’s Industry Traceback Group.

“**LNP**” means Local Number Portability as defined by the FCC.

“**MMS**” means “multimedia messaging service”—a service that allows users to send and receive multimedia content such as images, videos, and audio clips to and from an external phone number.

“**NADP**” means North American Dialing (or Numbering) Plan.

“**Non-Cooperative Voice Service Provider**” means a voice service provider that does not follow the best practices as prescribed by ITG and does not cooperate with cooperative voice service providers or the ITG on Tracebacks of Suspicious Traffic. The ITG will designate a voice service provider as non-cooperative based on a variety of factors, including whether the provider routinely fails to respond to Traceback requests as required; is the originating network of illegal robocalls; serves as the U.S. point of entry (POE) or foreign point of departure for illegal robocalls; and fails to find records to respond to Traceback requests, among other factors. In addition, merely responding to Tracebacks, without taking reasonable steps to eliminate the origination of illegal calls after notification of such calls, is not sufficient to avoid being labeled a Non-Cooperative Voice Service Provider by the ITG.

“**Originating ANI**” means the number used to originate a call.

“**Origination**” means a service which includes TNs to provide Inbound Calling.

“**Policy Page**” refers to Provider’s “policies & legal” webpage where it posts its legal documents, EULAs, terms of service, and other similar documents; the link to that page is currently www.sangoma.com/legal.

“**Provider Indemnitees**” refers collectively to Provider, the ULCs, the third party vendors, and the parent companies, sister companies, affiliated companies, employees, directors, officers, and shareholders of the same.

“**PSTN**” means the Public Switched Telephone Network.

“**Rate Notification**” means an email notification containing updated pricing for Services being utilized by Customer that is sent to the rate notification delivery address provided by Customer during the order process and as properly updated.

“**Rate Sheet**” means the rate deck that describes the rates applicable to Services, as updated from time to time.

“**SD Percentage**” means the percentage of Short Duration Calls compared to the total number of calls for a given time period.

“**Service Address**” means the End User postal address location communicated to Provider by Customer for purposes of routing 911 calls.

“**Short Duration Call**” means any call with a duration equal to or less than six seconds.

“**SMS**” means Short Message Service - the text communication service component of mobile communication systems that allows the exchange of short text messages between fixed line or mobile phone devices.

“**Subscriber**” means a user of Customer’s service.

“**Subscriber Record**” means a pre-provisioned database record that Customer has validated and provisioned using the Back Office and which includes a minimum of the entity name, postal address, and the TN of an End User.

“**TCPA**” means Telecom Consumer Protection Act of 1991, as amended.

“**TN**” means a telephone number assigned by Provider to Customer (or that Customer ports to Provider) and is used by an End User in connection with Origination service.

“**Toll Free Service**” means an IP termination service for PSTN-originated calls to terminate to toll free numbers supplied by Provider. Provider is the Responsible Organization for toll free numbers for Toll Free Service. Toll Free Service may be used only as a toll free inbound-only service and does not provide any outbound calling, 911/E911 service, 411, or any Operator Service.

“**ULC**” means underlying carrier.

“**Voice Termination**” or “**Termination**” means outbound calling from Customer to Provider’s network for purposes of delivering (terminating) the call on the PSTN or another IP endpoint.

EXHIBIT B
SERVICE SPECIFIC TERMS AND CONDITIONS

1. **SERVICE OVERVIEW.**

1.1 **Modifications To Service.** Provider and its third-party vendors may modify, expand, decrease, improve, maintain and/or repair the Services or network at any time, without notice and without liability to Customer, even if it requires a temporary suspension of Services or increased rates. Provider shall notify Customer of any such modifications via email or via Provider's ticket system. Modifications will be effective immediately upon notice being provided. If applicable, Provider may publish a modified Service description on the Policy Page.

1.2 **Compatibility.** Traffic carried by the Services must be IP originated. Customer acknowledges and agrees that the Services may not be compatible with all communication equipment and Customer will inform Subscribers of this potential limitation.

1.3 **Power Outages.** The Services do not function in the event of power failure. Should there be an interruption in the power supply, the Services will not function until power is restored. A power failure or disruption may require that equipment be reset or reconfigured prior to utilizing the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including any 911/E911 calling feature that may be activated in or accessed by the Service.

2. **VOIP DOMESTIC TERMINATION (OUTBOUND).**

2.1 **Non-Supported Calling.** Provider does not support 0+ calling (including, without limitation, collect or third-party billing), 900 and 976 calls, and 10-10 "dial-around" calls. The Services may not support 311, 411, 511 and/or other x11 services in some or all areas. Customer understands and acknowledges that access to the above functionality is not part of the Services.

2.2 **Rate Sheets.** Following the initial Rate Sheet, rate changes will apply if Customer uses Voice Termination as of the effective date of the most recent Rate Notification. Provider will send the Rate Notification to Customer via email to the email address provided by Customer at the time of registration and as updated per requirements.

2.3 **Call Rating.** Voice Termination provides Interstate, Intrastate, and Indeterminate jurisdictional pricing. Provider will determine the distinction and jurisdiction of the Interstate versus Intrastate call Termination based on (a) the Originating ANI, or (b) the location routing number ("LRN"), in conjunction with the terminating ANI provided in the call signaling. If Provider determines, in its sole discretion, that Provider cannot accurately apply Rates due to an invalid or omitted Originating ANI, Provider will apply the "Indeterminate" rate. Provider will not terminate calls with invalid or omitted Originating ANI.

2.4 **Call Rounding.** The rated amounts on a per-call basis will be rounded up to the next ten thousandth (1/10,000) of a dollar, which is four decimal places or \$0.0000.

2.5 **Billing Increments.** Billing increment will depend on the Service type, and is typically 6:6 or 12:6.

2.6 **Call Completion.** Voice termination Service is generally available to the termination calling destinations for which Customer has been provided Rates. Subject to compliance with applicable law, Provider reserves the right to block or otherwise restrict termination of calls to any termination calling destinations, whether or not included in Rates provided to Customer, and without notice to Customer. Provider does not guarantee call completion, and the failure to complete any or all calls, regardless of reason, will not constitute a breach of this Agreement. Voice Termination pursuant to these Terms and Conditions does not include International Call Termination unless expressly agreed in writing.

2.7 **Customer Responsibility to Control and Manage Traffic.** In addition to any other terms and conditions of the Agreement, Customer bears the following responsibilities in connection with Provider's provision of Voice Termination: (a) Customer will manage the integrity of the traffic egressing Customer's network, (b) Customer will screen and block calls destined to or from invalid single numbers, unassigned NPA-NXX-X, and/or numbers with invalid formats; (c) Customer will manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm Provider's network. If Customer fails to reasonably comply with the obligations of this Section 2, Provider may take protective action against Customer to protect Provider's egress network. Provider's protective actions may include, without limitation, notice or liability, the temporary blocking of Customer's traffic until the applicable problem is resolved in Provider's sole discretion.

2.8 **Call Attestation (Stir/Shaken).** Provider will assign attestation levels based on the relationship with Customer and with TNs being used to make outgoing calls. If Customer does not sign a call, Provider will apply a partial attestation level to that call. Provider is not responsible for the terminating carrier's behavior for these calls such as blocking calls, tagging calls as spam or fraudulent, or rerouting to a different location based on attestation level. For Termination, Provider will reject calls from carriers that have not assigned attestation.

3. **SMS AND MMS.**

3.1 Customer may purchase SMS and MMS from Provider for person to person inbound and outbound text messaging and sending files. Customer shall at all times comply with laws and regulations governing the use of SMS and MMS including those that control use of SMS and MMS for marketing or solicitation purposes, in addition to all TCPA requirements and guidelines promulgated by the FCC.

3.2 Provider will deliver SMS and MMS messages to the best of its ability but does not guarantee that any message sent via the SMS and MMS will reach the intended recipient. SMS messages are delivered in plain text and are not secure. MMS files are not secure. Customer accepts

responsibility for, and Provider accepts no responsibility for, any SMS message or MMS messages communicated via SMS or MMS, including any message that is received by an unintended party.

3.3 Messages to mobile networks charging fees for SMS delivery and MMS delivery will incur additional fees.

3.4 Customer agrees not to use SMS or MMS to send communications of any kind in a manner prohibited by law.

4. **CALL FAILOVER SERVICE.** Customer may purchase call failover service, whereby an unanswered call can be selectively forwarded to a secondary number. Provider does not guarantee that any call acted upon by the call failover service will reach the secondary number. The call failover service is only to be used in the case of a temporary failure that prevents delivery of the call to the target number. Customer agrees not to provide a call failover number that has not been issued to Customer for its use. Customer is responsible to provide the secondary number to Provider. Provider accepts no responsibility for any calls that are forwarded to a party other than Customer.

5. **FAX TO EMAIL SERVICE.** If Customer purchases fax to email service from Provider, facsimiles received at the number designated for fax to email service will be converted to emails and delivered to Customer in an unsecured email format. Accordingly, Customer should not receive sensitive documents via the fax to email service and accepts responsibility for all communications received via the fax to email service. Provider accepts no responsibility for any communication received via the fax to email service that is accessed by an unintended third party. Provider does not guarantee that any fax sent to the fax to email service will be properly converted to email and does not guarantee that any fax sent to the fax to email service will be delivered to Customer. Misuse of the fax to email service may result in termination of the service by Provider until such time as the manner in which the service is being used has been corrected.

6. **EMAIL TO FAX SERVICE.** If Customer purchases email to fax service from Provider, emails sent from the number designated for email to fax service will be converted to facsimiles and delivered to a Customer designated facsimile number in an unsecured format. Accordingly, Customer should not send sensitive documents via the email to fax service and accepts responsibility for all communications sent via the email to fax service. Provider accepts no responsibility for any communication sent via the email to fax service that is accessed by an unintended third party. Provider does not guarantee that any email sent to the email to fax service will be properly converted to fax and does not guarantee that any email sent to the email to fax service will be delivered to Customer. Customer agrees not to use the email to fax service to send advertisements or solicitations of any kind in a manner prohibited by law. Customer agrees to use the email to fax service only for communication to a single recipient known to the sender each time the email to fax service is used. Misuse of the email to fax service may result in termination of the service by Provider until such time as the manner in which the service is being used has been corrected.

7. **INTERNATIONAL VOICE TERMINATION.** Customer may purchase international voice termination Service from Provider at the rates set forth in the Rate Sheet. Provider does not guarantee international call delivery and may block routes at any time it determines (in its sole discretion) the route is being used improperly. Call rounding is set on a per destination basis and is included in the Rate Sheet. Call rounding may also change with 48 hours' notice.

8. **HOSTED BILLING SERVICES.** If Customer purchases hosted billing services, those services must be provided primarily by third-party vendors. Use of those services does not relieve Customer of the primary responsibility for the preparation, content, accuracy (including computational accuracy), and review of tax calculations or returns prepared by Customer while using the hosted billing services. Customer shall not inquire of or rely upon Provider for any tax, accounting, legal or other professional or expert advice of any kind. Customer shall comply with all state electronic filing regulations as are in effect from time to time. Customer is solely responsible for providing all complete, correct, and necessary information directly to taxing authorities. Provider cannot guarantee that taxing authorities will accept all returns. Customer is fully and solely responsible for: (a) use of the hosted billing services; (b) all results obtained from the hosted billing services; (c) selecting, obtaining, and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the hosted billing services, and for all costs associated therewith; and (d) selection, use of, and results obtained from any other programs, computer equipment or services used with the hosted billing services.

9. **VOICE RESPONSE SERVICES FOR TOLL FREE SERVICES.** If an inbound toll-free call is sent to Customer and such call is not accepted by Customer's equipment or such equipment is unable to complete the call for any reason, Customer is responsible for any surcharges levied on Customer by Provider for such incomplete call. To avoid such levied surcharges, Provider will automatically provide CVRS designed to redirect incomplete toll-free calls to Provider's voice response platform, which will complete the call and provide an automated outgoing voice message. The CVRS is not a message recording system, and the sender of the call will not be able to leave a message or interact with the platform in any way. The sender of the call will receive an automated message that generally indicates that the call is not able to be completed at this time. Standard toll-free rates apply to CVRS. Provider may stop providing CVRS to Customer at any time for any reason. Provider does not make any representations or warranties with respect to the toll-free CVRS, including any representation that the CVRS will work in every event or be error free. Customer will remain responsible to complete inbound traffic to any toll-free number associated with their account, and if the CVRS is not able to complete a call for any reason, Customer is responsible for any surcharges associated with the incomplete call.

10. **FRAUDULENT ACTIVITY.** Customer agrees that Provider has the right to, temporarily or permanently, in Provider's sole discretion, immediately and without notice terminate Services if suspicious activity occurs. Suspicious activity includes, but is not limited to, traffic pumping; calls to certain destinations; excessive calling to free conference lines; sending suspicious SMS or

facsimiles; and call campaigns related to government impersonation or attempts to gather information for purposes of identity theft.

11. **DID REQUIREMENTS (ORIGINATION).**

11.1 **TN Ownership.** Customer acknowledges that Provider may institute a mandatory duration for TN ownership if Customer's average TN ownership does not exceed 60 days. If Customer attempts to cancel service or port TNs away from Provider's network prior to the minimum holding period of a TN, then the amounts owed for the remaining term of the TN will be accelerated and immediately due and payable. Provider may determine the TN mandatory ownership duration in its sole discretion; the decision will depend on several factors, including, but not limited to: (1) the purpose/use of the DIDs; (2) the monthly spending of the account; and (3) the DID purchase/release volume. Average ownership is measured by determining the start dates with Provider of each individual DID on the account (whether purchased or ported) and calculating the average from this data.

11.2 **International DID Service.** Due to international regulations and policies of Provider's international ULC, Customer is required to provide End User information for each international TN Customer purchases, whether such End User is a Subscriber or a downstream End User. Provider does not have access to or store the information. International TNs may not be activated unless and until End User information is verified as being true and accurate by the international ULC. Customer is solely responsible for providing and maintaining true and accurate End User information. **Any attempt to purchase an international TN using a United States domestic address will be rejected.** The information Customer provides is forwarded to Provider's international ULC and kept on file by them as required by local authorities. Customer shall obtain written authorization from each End User that allows Provider to forward the End User's information to Provider's international ULC and relevant authorities. By purchasing an international TN to resell, Customer represents and warrants to Provider that they are properly registered with any local regulatory agencies needed to sell telecommunication services or are purchasing TN for direct use (and allowed to own the TN under local laws and restrictions).

11.3 **LNP.**

11.3.1 If Customer desires to port a TN either to or from Provider's network, Customer shall execute and deliver to Provider all documents and information requested by Provider, including, but not limited to, all required letters of authorization. Services ported away will only include the TN itself and does not include removal of 911 or SMS services. Customer acknowledges and agrees that Provider may refuse to port any TN to its network for any reason. Customer agrees that Provider, in its sole discretion, may port a TN to any third-party vendor selected by Provider in order to provide the Services, and that Provider may be required to be named as the customer of record for such TN.

11.3.2 Provider will make reasonable commercial efforts to execute all port requests; however, Provider has no control over any porting process (either to or from Provider's network). As such, Provider makes no guarantees or warranties that a TN will be ported on a particular day, or that a submitted port request will result in the TN being ported. Provider will inform Customer of port dates if such dates are known to Provider. Provider reserves the right to change the port date at its sole discretion. Unless otherwise agreed, Provider may charge Customer \$3.00/TN for any TN ported from Provider's network along with any applicable early termination charges. Customer acknowledges that Provider is not always notified by underlying ULCs when TNs are ported out from their network. Customer is responsible for monitoring Customer's TN inventory to ensure Customer is aware of TNs which have been ported away.

11.3.3 Provider makes no warranty that the Services associated with a TN will be uninterrupted or error free during any porting process. Provider does not guarantee or warrant that TNs provided to Customer were not previously used in robocalling campaigns. Customer acknowledges that, if any account associated with the TN being ported is canceled or suspended prior to the port date, such number may not be eligible for porting. It is Customer's sole responsibility and obligation to timely cancel its account(s) with the provider from which the TN is being ported, and Customer is solely responsible for any contractual obligations it has with such provider and any applicable fees and charges, including early termination fees.

11.3.4 TN porting is done at Customer's sole risk. Provider will not be liable for any damages, including, without limitation, loss of profits, associated with porting or not porting a TN.

11.3.5 Customer acknowledges that requests to port numbers away from Provider's network will be completed not less than seven days from the date of the request. Customer also acknowledges that it will not port any TN without verification from the Subscriber or the End User if the Subscriber is not the End User. Customer agrees to comply with all reasonable LNP policies established from time to time by Provider and communicated to Customer. Provider may modify its LNP policies at any time but shall provide at least seven days' notice to Customer.

11.4 **Reclaiming Unused TNs.** Provider may reclaim, without additional notice, any TNs that have not been used to pass traffic for at least 120 days.

12. **911 SERVICE.**

12.1 **911 Service Description.** The Services allow an End User to contact emergency services for TNs. For purposes of this Section 12, TNs include TNs provided by Provider and, as specifically agreed, Customer designated TNs provided by third-party carriers. 911 service includes E911 Service and/or Basic 911 Service as determined by the capabilities of the Services and of the applicable Public Safety Answering Point ("**PSAP**").

12.2 "**E911 Service**" means that a 911 call is routed to the PSAP assigned to the End User Location Information and information regarding the End User Location Information is provided to the PSAP.

12.3 **“Basic 911 Service”** means that a 911 call that is routed to the PSAP assigned to a Subscriber’s Service Address but that will not provide the PSAP the caller’s location information and/or call back number.

12.4 **911 Service Delivery.** For each TN that utilizes Provider’s Service, Customer must register with Provider the Service Address (including floor and suite number) where an End User will be using the Services. Customer can complete the registration of the initial location through Back Office. Customer must also promptly provide any necessary updates to a Service Address. 911 Services will not function until the Subscriber Record associated with an End User has been validated by Provider. Customer will cooperate with Provider so that such inputs may be performed at the time of Provider Service activation for each TN with 911 Service. If Provider (a) receives a 911 call from Customer without either a TN that has been pre-provisioned in Provider database and Subscriber Record, or (b) sends invalid or unvalidated End User Location Information, then Provider will route the call to an emergency call center and Provider may charge Customer up to \$250.00 per call.

12.5 **911 Service.** Customer will fulfill all its registration obligations with respect to 911 Service through Back Office. Customer will not provide service to an End User on an active TN and will not activate a TN that is intended to have 911 Service until all the information required to provide 911 Services has been validated by Provider. Provider may reject a request for 911 Service after it has been submitted to Provider for processing for various reasons, including rejection for address validation failures. Provider may also propose or make modifications to Customer supplied Service Address information as part of its address validation process. However, Customer is solely responsible for verifying for accuracy any modifications proposed or applied by Provider to Customer-supplied Service Address information. Customer may specify 911 Services on a per-TN basis. When providing 911 service to any Multi-Line Telephone System (“MLTS”), Customer must comply with all applicable laws, regulations and/or industry standards established to address caller location issues in an MLTS situation. It is Customer’s sole responsibility to correctly identify which TNs will and will not receive 911 Services from Provider.

12.6 **911 Service Functional Limitations.** Customer acknowledges that 911 Services will not function, or will not function properly, in the following situations: (a) if a Subscriber attempts to place a 911 call from any location other than the Service Address as registered in Back Office by Customer; (b) if power is disrupted at the Service Address; (c) if Internet connectivity is disrupted at the Service Address; (d) if service to an End User is canceled or suspended for any reason (e.g., payment default); (e) if Customer enters in Back Office incorrect or invalid Service Address information; (f) if an End User fails to promptly notify Customer or Customer fails to promptly update in Back Office any changes to Service Address information; (g) if equipment provided to or used by an End User in connection with the Services malfunctions or is improperly installed or configured; (h) if Customer routes a 911 call to Provider on a different trunk group than that which Provider has designated for 911; (i) if Customer attempts to send End User Location Information without previously testing integration with Provider and informing Provider of its intent to send

End User Location Information, so that the proper configurations can be applied to Service; or (j) a failure to route 911 calls to Provider because of, without limitation, service suspension, deficiency, outage, misconfiguration, or any other failure. 911 Services may not be available in all locations that support 911 calling. If Provider has agreed to provide 911 Services to Customer for PSAPs that Provider is only supporting Basic 911 Service for, then Provider will only be obligated to provide Basic 911 Service and not E911 Service.

12.7 Manual Intervention. If a live operator or manual intervention is required to provide 911 Service to an End User for any reason other than Provider’s negligence or failure to comply with this Section 12, Customer may be responsible for additional fees per call. In addition, Customer may be responsible for the per call fee, even if manual intervention was not required so long as the call results in an NRF (No Records Found).

12.8 Direct Access to 911 Service Required. A law called “Kari’s Law” is effective at the federal level and there are also certain states with similar laws. For example, certain state laws require Provider to provide customers of that state with notification of the statutory provisions contained in Kari’s Law, which requires that (i) all MLTS systems in the United States be configured to enable users to dial 911 directly, without having to dial an additional code, digit, prefix, postfix, or trunk-access code; and (ii) the MLTS also notify a central location, such as a front office, hotel desk, or security office, when a user thereof dials 911.

12.9 Customer Acknowledgment of 911 Limitations. Provider is required, prior to commencement of the Service, to obtain Customer’s express consent, by which Customer acknowledges their understanding of the 911/E911 service limitations. Customer acknowledges that (a) it has read and understood the limitations of Provider’s 911 and E911 services; and (b) Provider has supplied Customer with any additional information requested regarding the 911 and E911 limitations.

13. SUBSCRIBER VERIFICATION. If a Subscriber indicates to Customer that it is either foreign and/or engaged in telemarketing, and that it originates or otherwise transmits autodialed call traffic and intends to do the same as a Subscriber, then Customer must not accept any call traffic from the Subscriber until Customer (a) first notifies Provider in writing, and (b) takes reasonable steps to screen the legitimacy of the proposed autodialed call traffic. Those steps include, without limitation, obtaining, verifying and providing to Provider each of the following:

1. the name, point of contact, and contact information for the entity on whose behalf the originating caller is proposing to make the autodialed calls;
2. a description and sample recording or transcript (in English) of the proposed autodialed calls;
3. a list of the proposed ANIs to be autodialed;
4. the originating caller’s subscription number to the Federal Do-Not-Call Database;

5. a statement as to whether the originating caller would be undertaking the proposed calls with the consent of the proposed autodialed call recipients and, if so, a description and sample evidence of how the consent was obtained;
6. the proposed calls per second for the relevant autodialed call campaign;
7. the proposed dates of the relevant autodialed call campaign.

14. **UNLAWFUL AND PROHIBITED USE.**

14.1 **Automated Calling Prohibition.** Unless Customer purchases Provider's Short Duration Call service, Customer agrees that all calls it originates through the Services will be initiated by a human user and conducted by that human user. All calls, including but not limited to calls using Provider's Short Duration Call service, must be made in compliance with robocalling laws. Unless otherwise agreed upon in writing by an officer of Provider, Customer must not use the Services to initiate any automated communication. Customer shall ensure that all automatic calling complies all applicable laws.

14.2 **General Prohibitions.**

14.2.1 Customer is expressly prohibited (and shall prohibit Subscribers) from using the Services in a manner that would, in any way, constitute or encourage conduct that is improper, including uses that are criminal in nature, that may give rise to a civil liability, or that otherwise violates any applicable laws or regulations. Improper conduct includes, without limitation, attempts at phishing or otherwise improperly attempting to gain access to financial information and making calls to numbers included in a government Do Not Call List.

14.2.2 Customer is expressly prohibited (and shall prohibit Subscribers) from using the Services: (a) for any abusive or fraudulent purpose; (b) in a manner that enables Customer to avoid any obligation to pay for the Services; (c) in a manner that is deemed to interfere with, disrupt, or present a risk to the Services, network, software, property, or security of Provider, its customers, its third-party vendors or other third parties, whether directly or indirectly; (d) in a manner that results in usage inconsistent with Provider's expectations or the purpose for which Provider is providing the Services; (e) in a manner which involves illegal robocalling or illegal autodialing, (f) in a manner which involves transmitting pornographic or obscene material, or (g) in a manner that violates this Agreement, or the policies of Provider, or (h) in a manner which violates the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, which prohibits, among other conduct, the following: (i) making a false or misleading statement to induce any person to pay for goods or services or to induce a charitable contribution; (ii) misrepresenting a seller or telemarketer's affiliation with any government agency; (iii) transmitting false or deceptive caller ID numbers; or (iv) initiating or causing the initiation of calls that deliver pre recorded messages, unless the person called provided express written permission to call.

14.2.3 Customer shall provide, at its cost, all reasonably necessary security equipment, software, facilities and other apparatuses to ensure that the Services are not used in a fraudulent or unauthorized manner, whether by Customer and any third party.

14.3 **Rights.** If Provider determines, in its sole discretion, that Customer is or any of its Subscribers are using the Services in a manner that violates or is contrary to this Section 14 or the Agreement, then Provider, as well as any affected third-party vendors, may, without liability or notice, block, suspend or terminate the Services, or any part thereof. Customer is responsible for any liabilities and obligations arising from Customer's use of the Services that is contrary to or violates this Section 14. If Provider, in its sole discretion, believes that Customer's or Subscriber's actions or omissions may be considered criminal in nature, Provider may forward personally identifiable information to the appropriate authorities for investigation and prosecution without notice or liability to Customer, Subscriber or any third party.

14.4 **Use of Service outside the United States.** Customer shall be liable for any use of the Services by any person outside of the United States. Transport or sale outside of the United States may result in a violation of U.S. or foreign technology import/export law or rules; compliance with which is Customer's sole responsibility.

15. **CNAM DELIVERY AND STORAGE SERVICES**

15.1 **CNAM Delivery Service.**

15.1.1 **Queries.** Customer may submit CNAM queries to Provider, on a per call basis, and through an API request or other method as required by Provider, to obtain the name associated with an originating 10-digit telephone number. Customer may not submit any CNAM queries to Provider that originate from any person or entity other than Customer.

15.1.2 **Use of Responses.** Customer may only use CNAM query responses to provide, on a per call basis, the name (or other identifying information) of the person or entity associated with the telephone number that was queried.

15.1.3 **Lawful Use.** Customer represents, warrants, and covenants that its use of Provider's CNAM delivery service will comply with all applicable laws, rules, orders, and regulations, including export control regulations. Customer shall not use the CNAM delivery service outside of the United States or Canada. Customer represents and warrants that it has legally obtained all rights necessary to provide any information to Provider in connection with Provider's CNAM delivery service.

15.1.4 **Restrictions.** Customer shall not (a) sell, license, transfer, dispose or distribute in any manner (whether directly or indirectly) the CNAM delivery services or any derivatives thereof, to a third party; or (b) use the CNAM delivery services to provide service bureau, time sharing, or similar shared services to third parties. Customer shall not allow any third party to (a) disassemble, deconstruct, decompile, or otherwise reverse engineer the CNAM delivery services, (b) combine

the CNAM delivery services with any Customer or third-party software, (c) create derivative works from the CNAM delivery services, or (d) use data or information obtained from the CNAM delivery services to produce a result or functionality similar to the CNAM delivery services.

15.1.5 Query Ratio. “**Query Ratio**” means the percentage of unique telephone numbers queried compared to the total number of CNAM queries, within a specified time period. (*For example, if, in one month, Customer submits 10,000 CNAM queries, and the number of unique telephone numbers within those queries is 8,000, then the Query Ratio for that month is $8,000 / 10,000 = 0.8 = 80\%$.*) A monthly Query Ratio above 88% is indicative of caching. Therefore, if Customer’s Query Ratio in a calendar month exceeds 88%, then Provider may notify Customer of this issue, and Customer shall remedy its Query Ratio as required by Provider. If Customer does not remedy the issue within a commercially reasonable period of time, which in no case may exceed 14 days, then Provider may modify its fees for CNAM delivery services without notice.

15.1.6 API Requests. When Customer submits a CNAM query to Provider, Customer must provide the data elements in the API request that Provider requires, which shall include the originating DID for query/inbound call display.

15.1.7 Confidentiality. Any data that Provider provides in response to a CNAM query from Customer is Confidential Information.

15.2 CNAM Storage Services.

15.2.1 CNAM Data. “**CNAM Data**” means calling name information and/or other subscriber identification information. Customer shall provide its initial load of CNAM Data to Provider within 90 days after the Effective Date, and thereafter Customer shall provide Provider with updated CNAM Data on a regular basis, in no case less than once per quarter. If Customer does not provide its CNAM Data to Provider within 90 days after the Effective Date, or if Customer does not update its CNAM Data within the required time, Provider may terminate its CNAM-related services without notice. Customer’s CNAM Data must include: (i) a ten-digit telephone number; (ii) the name of Customer’s subscriber or other person or entity that is identified by Customer as the party associated with that telephone number; (iii) a one-digit privacy indicator denoting restrictions on the release of the CNAM Data; and (iv) all additional data required by Provider.

15.2.2 Authorization. Customer hereby authorizes that its CNAM Data be used for the identification of the name associated with an originating ten-digit telephone number terminating a voice call message or generally attempting to communicate with a terminating communication device.

15.2.3 Corrections. Provider may identify problems with Customer’s CNAM Data. If Provider notifies Customer regarding a problem, then Customer shall take immediate steps to correct its CNAM Data to resolve it.

15.2.4 **Warranty.** Customer warrants to Provider that all CNAM Data transmitted from Customer to Provider is accurate to the best of Customer's knowledge, and that Customer has the right and authority to provide that CNAM Data to Provider.

15.2.5 **Storage.** Provider will register submitted CNAM Data in a national CNAM database for storage. If there are any issues with submitted CNAM Data that need to be resolved, the CNAM Data will not be registered until those issues are resolved.

15.3 **Miscellaneous.**

15.3.1 **Data Usage.** Customer hereby authorizes Provider, and Provider's vendors that assist in facilitating Provider's CNAM delivery and storage services, to use Customer's CNAM Data and CNAM queries to corroborate the association of data points within CNAM data repositories.

15.3.2 **Access.** If Customer violates any requirement in this Section 15, then Provider may immediately suspend its provision of any CNAM-related services.

16. **TRAFFIC REQUIREMENTS.**

16.1 **Traffic Requirements.** Customer must meet Provider's required traffic metrics for the applicable Services that Customer is using ("**Traffic Requirements**"). If any Traffic Requirements are not met, Provider may, in addition to any other remedies available hereunder:

1. Charge Customer (retroactively and in the future) a surcharge of \$0.01 per call attempt, which will be in addition to all other fees and charges billed to Customer for the consumption of the Services; and
2. Modify the Rate Sheet with immediate effect.

16.2 **Conversational Termination Services.** The Traffic Requirements for conversational termination Services are:

1. ASR in any 24-hour period must be above 60%;
2. ALOC must be greater than 60 seconds; and
3. SD Percentage of total calls must be 90%.

16.3 **Toll-Free Origination Services.** The Traffic Requirements for toll-free origination Services are:

1. 90% of all incoming calls must be accepted by Customer's switch.

16.4 **Communicating Traffic Requirements.** Provider will communicate Traffic Requirements to Customer through commercially reasonable methods, and may modify Traffic Requirements upon commercially reasonable notice.

17. **UNSPECIFIED TERMS.** If Customer uses any Services for which no specific terms and conditions are specified in this exhibit, then those Services will be governed by the applicable terms and conditions then located on the Policy Page.