



## **MASTER SERVICE AGREEMENT**

This Master Service Agreement is entered into by and between VoIP Innovations LLC, a subsidiary of Sangoma US Inc., (“**Provider**”) and the counterparty set forth in the signature block of this Agreement or the counterparty to the account setup form which links to and incorporates by reference the terms of this Agreement (“**Customer**”). Provider and Customer may each be referred to herein as “**Party**” and collectively as the “**Parties.**” Capitalized terms not otherwise defined in this Agreement will be as defined in Exhibit A.

### **RECITALS**

**WHEREAS**, Provider is in the business of providing telecommunications services, enhanced services, and other related services;

**WHEREAS**, Customer desires that Provider provide Customer with certain communication services, enhanced services and other related services, on the terms stated in this Agreement and the documents incorporated by reference and Provider desires to provide such services on those terms.

For good and valuable consideration, including the mutual covenants and conditions set forth herein, and with the intent to be legally bound, the Parties agree as follows:

1. **SCOPE OF AGREEMENT**. This Agreement sets forth the terms and conditions governing the relationship and conduct of the Parties as well as the respective rights and obligations with respect to Customer’s purchase of Provider’s Services (as defined below) and the reselling of such Services to Customer’s Subscribers (as defined below).
2. **GENERAL DESCRIPTION**.
  - 2.1. Provider is a reseller of wholesale international and domestic VoIP telecommunications services as well as hosted billing services (collectively, “**Services**”, as more thoroughly discussed in the applicable Service Specific Terms and Conditions (“**Terms and Conditions**”) of Exhibit B, incorporated herein by reference). The Services are offered in a variety of forms and packages and consist of a combination of software solutions, products, networks, services, and hosting facilities.
  - 2.2. Customer desires to purchase Provider’s Services and, subject to the Terms and Conditions, resell the Services to its Subscribers. Customer shall take full responsibility for the management of the Subscribers and related compliance obligations, including, without limitation, Subscriber solicitation, service requests, creditworthiness, customer service, billing and collection, regulatory compliance, “Know Your Customer”



obligations, and license agreements or fees. Customer shall be solely liable for amounts it cannot collect from Subscribers and billing adjustments it grants to Subscribers, including, without limitation, adjustments for fraudulent charges and any form of credit Customer extends.

- 2.3. 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 the Customer's provision of services to its Subscribers. Nothing herein or otherwise shall create, or be deemed to create, any connection, contractual or otherwise, between Provider and the Subscribers.
- 2.4. Customer acknowledges that both Provider and Customer are bound to protect and use CPNI only in accordance with applicable law . Customer acknowledges and agrees to inform Subscribers that the Services may not be compatible with all communication equipment. In addition, Customer acknowledges that different regulatory treatment may apply to the Services than to other telecommunications services, which may affect Customer's and Subscribers' rights before regulatory agencies and other governmental bodies.

### 3. **TERM AND TERMINATION.**

1. **Term.** This Agreement shall apply upon Customer's submission of a completed and signed Services Schedule or if Customer acquires access to or uses the Services through alternate processes, then this Agreement shall immediately apply upon such use of Services ("**Effective Date**"). The Agreement shall continue for a period of twelve (12) months ("**Term**") unless a longer term is specified in the Services Schedule. The Term will automatically renew on a month-to-month basis, until either Party provides thirty (30) days' notice of its intent to terminate. Unless otherwise agreed, all ongoing Services Customer has purchased from Provider will expire or terminate at the end of that thirty-day period.
2. **Termination Process.** Customer shall request cancellation of the Services through the customer portal or Back Office. Customer account cancellation requests are processed within thirty (30) days of submission. Customer shall remain responsible and shall pay all charges and fees associated with use of the Services that accrue up to termination of the Service. Once Services are terminated Customer **MUST** ensure all previously provisioned Services are removed by Customer and Subscriber. Failure to remove provisioned Services may result in a \$500 administration fee which shall be due and payable upon receipt of such billing.
3. **Events of Termination.** Each Party will have the right to immediately terminate this Agreement without liability if the other Party: (a) fails to cure a material breach of this Agreement after expiration of all applicable notice and cure periods, which will be thirty (30) days after written notice if not otherwise set forth herein; or (b) becomes the



subject of a voluntary petition, or an involuntary petition not dismissed within sixty (60) 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 such Party.

#### **4. ORDERING SERVICE AND GENERAL REGULATORY COMPLIANCE.**

- 1. Order Placement.** Customer may order the Services by completing and submitting a Services Schedule. The Services Schedule requires Customer to provide certain information including, but not limited to, Customer's name, billing address, email address, payment information, contact name, contact email, contact telephone number and any other information that may be required as per regulatory requirements. Such information must be accurate, current, and complete. Customer agrees to ensure information remains accurate and complete by submitting updates to Provider following the process outlined in Provider's Back Office within five (5) days of any change. Customer acknowledges that if it provides any information that is untrue, inaccurate, not current, or incomplete, Customer's rights to use the Services may be immediately suspended or terminated without notice and without liability on the part of Provider. Provider shall have no liabilities or obligations relative to any amount billed or undeliverable notices as a result of inaccurate information provided by Customer and Customer's failure to correct or update the same.
- 2. Network Facilities and Equipment.** Customer shall be solely responsible for the acquisition, installation, testing, maintenance and security of its equipment and network facilities needed for Customer and Customer's Subscribers to utilize the Services, including facilities between Customer's point of presence and Customer's Subscribers. Customer shall be solely responsible for any liabilities that arise from the equipment, software, and facilities provided by Customer and Customer's Subscribers. Customer agrees to indemnify, defend, and hold Provider Indemnitees harmless from and against any and all Losses incurred or suffered relating to or arising out of the foregoing.
- 3. Regulatory Compliance.** Customer shall adhere to all regulatory requirements now in effect or enacted in the future including, but not limited to, those outlined below.
  - 3.1. Robocall Mitigation Database.** Customer shall adhere to all Robocall Mitigation Program Requirements for voice service providers as listed in 47 CFR 64.6305(a), as amended, as well as all Robocall Mitigation Program Requirements for intermediate and gateway providers (when applicable). If so required, lack of listing in the RMD or removal from the RMD of Customer will result in rejection of the Services Schedule and/or immediate termination of all Services without notice and without liability on the part of Provider. Customer assumes all liability for Provider doing so.
  - 3.2. FCC Traceback Requirements.** Customer agrees to adhere to all current and future FCC policies regarding compliance with the ITG including, but not limited to, the requirement for twenty-four (24) hour response time for all voice



service providers regarding requests for traceback information (47 CFR § 64.1200(n)(1)). Customer also agrees to notify Provider within twenty-four (24) hours if Customer or any Subscribers have been determined by ITG to be a “Non-Cooperative Voice Service Provider.”

- 3.3. Subscriber Identification.** Customer agrees, upon Provider’s request, to promptly supply Provider with the identity of a Subscriber that was the source of any reportedly illegal call traffic Customer routed to Provider. Customer also agrees, if requested, to remove the Subscriber’s traffic from Provider’s route within twenty-four (24) hours of request. If traffic is not removed as requested, Customer’s route will be closed without notice and without liability on the part of Provider until such traffic has been removed.
- 3.4. Regulatory Status Notification.** Customer agrees to notify Provider if 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 or otherwise has been determined to be a “bad-actor upstream voice service provider” or if 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 the transiting of illegal robocalls.
- 3.5. Lack of Regulatory Compliance.** Lack of compliance with any regulatory requirements may result in immediate suspension of Customer’s ability to use the Services without notice and without liability on the part of Provider during investigation of such issues. Permanent termination of the Services may result depending upon the findings of such investigation.

## **5. RATES AND PAYMENT TERMS.**

- 1. Rates.** Provider will provide the rates and Rating Methodology where applicable for the Services provided to Customer. To initiate a change in Rates, Provider will notify Customer via a Rate Notification at least two (2) days prior to the intended effective date for international Voice Termination and seven (7) days for domestic Voice Termination, unless otherwise stated for a particular Service in its Services Schedule. Customer agrees to be bound by the then-effective Rate Sheet contained in the Rate Notification. Customer problems in receiving a Rate Notification will not affect the effectiveness of such included Rate Sheet. Customer’s use of the Provider’s Service after the effective date of a Rate Sheet will be deemed acceptance by Customer of the changes to the Rates.
- 2. Payment Terms.** Customer agrees that if the Services Schedule is accepted by Provider, Customer shall pay all charges and amounts associated with the Services and Customer’s account(s), regardless of whether such amounts result from fraudulent or unauthorized activities by third parties. Customer shall comply with Provider’s billing and payment policies that are in addition to the provisions set forth herein, as the same may change from time to time in Provider’s sole discretion.



- 2.1. 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 hereunder are available each time Provider attempts to charge or debit any account designated for such purposes. Provider shall charge Customer a service fee of \$30.00 each time Provider attempts to charge or debit such designated account and the charge or debit is rejected due to insufficient funds.
- 2.2. Chargebacks.** If Provider charges Customer for Services pursuant to this Agreement and Customer places a Chargeback with its credit card company for any reason, Provider shall charge Customer a fee of \$150.00. In addition, Provider shall consider credit card Chargebacks as fraud if it believes that the amounts charged to Customer's account were proper pursuant to this Agreement. Provider will pursue all criminal and civil remedies available to recover Losses incurred as a result of Customer's Chargeback.
- 2.3. Waiver.** Customer hereby waives any and all claims, actions or suits against Provider and its affiliates and releases the same from any errors, omissions, and/or liabilities that may arise due to the processing of any charge or debit transaction.
- 2.4. 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 the Customer.
- 2.5. Usage Commitment.** Provider may require Customer to commit to and pay a minimum monthly usage charge for certain Services. Such Usage Commitment shall be set forth on the respective Services Schedule. Customer acknowledges that if a minimum commitment is required by Provider at the time the Service is purchased, Customer shall be responsible for and shall pay the monthly Usage Commitment throughout the Term of the Services.
- 2.6. Taxes.** Customer is responsible for and must 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 as a result of the 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. Said amounts, if any, are in addition to set-up fees or charges associated with the consumption of the Services. If Customer is exempt from paying any taxes or fees, Customer must provide valid documentation, acceptable to Provider, certifying that Customer is exempt. All tax exemption forms can be found via the Back Office. Tax exemptions apply on a prospective basis, once Provider validates Customer's exemption request through Provider's third-party tax consultant which may take up to thirty (30) days to complete. Customer will be responsible for all taxes and fees incurred through completion of the validation process. Customer agrees to indemnify, defend, and hold Provider Indemnitees harmless from and against any and all Losses incurred or suffered relating to or arising out of any exemption claimed by Customer.

- 2.7. Security Deposit.** As a condition of accepting a Services Schedule, providing Services to Customer, or continuing to provide Services to Customer, Provider may require Customer to make a security deposit, which shall be due upon Provider's written request. Provider shall not be required to keep said security deposit separate from its general accounts and, upon termination of Services, Provider may apply such 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.
- 2.8. 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.
- 2.9. Invoices and Billing Notifications.** Provider may provide invoices and related billing notifications to Customer by email at the email address provided by Customer in 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.
- 2.10. Customer Payment Responsibility.** Customer agrees to timely pay for any and all activity related to the Services provided by Provider to Customer, including but not limited to all calls made from any IP address or registration credentials provided to or by Customer. Customer shall be solely responsible for billing and collecting from its Subscribers. Customer shall be responsible for fraudulent or non-billable calls, credits given to Customer's Subscriber, or bad debts incurred by Customer.
- 2.11. Nonpayment.** Provider may immediately suspend, restrict, or terminate the Services, without notice or liability, if Provider does not receive payment of all amounts billed to Customer by the required due date of the Services. In addition, Provider may add interest charges to any past-due amounts at a rate



equal to the lesser of 2.5% per month or the maximum rate allowed by law, compounded daily, and prorated for each day payment is past due. Service suspension or cancellation related to nonpayment will result in Customer's loss of the DID's associated with Customer's use of Origination Services. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of the rights of Provider to collect the full amount of the charges (plus interest). Customer agrees to reimburse Provider for reasonable attorneys' fees, and any other costs associated with collecting delinquent or dishonored payments. Provider may assess reinstallation charges against Customer in the event the Provider suspends, restricts, or terminates the Services as a result of Customer's nonpayment or breach of this Agreement. Termination of the Services due to nonpayment does not relieve Customer of payment of amounts that may be charged as related Usage Commitment charges for the term of the Agreement as defined in Paragraph 5.2.6 above.

**2.12. Prepayment.** If Customer has prepaid for the Services, such Services shall be immediately suspended without notice at the time the charges for Customer's consumption of Services has reached the pre-payment amount. Customer is entirely responsible for monitoring its consumption of Services and replenishing any prepayment amounts when necessary to continue using the Services.

**2.13. Billing Disputes.** In the event Customer disputes any amount billed by Provider, Customer shall notify Provider of such billing dispute by completing and submitting a "Billing Dispute Form" which can be found in the Back Office. Customer will pay all undisputed amounts as per agreed payment terms. All Customer disputes must be submitted to Provider within thirty (30) days of the billing date, or such dispute shall be waived by Customer. Upon receipt of a billing dispute, Provider shall reasonably investigate the dispute and provide Customer with a resolution based on the outcome of such investigation. With regard to disputes related to billing for Voice Termination services, Provider may require Customer to provide detailed comparisons of Customer and Provider CDR's which show variances in billing.

## **6. CONFIDENTIALITY.**

**6.1.** Provider and the 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 the Customer further acknowledge that this Agreement falls within the definition of "Business Purpose" stated in the NDA. For purposes of this Agreement, Confidential Information shall 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 shall not impact the Parties' obligations under the NDA. In the event of a conflict between the terms of the NDA and this Agreement, the terms of the NDA shall control.

- 6.2. In the event Customer is required by court order, subpoena, a governmental authority, or under law, to disclose any of Provider's Confidential Information, Customer will give prompt written notice to Provider prior to any such disclosure and cooperate fully to obtain any protective order or other form of confidentiality protection sought by Provider prior to any such disclosure.
- 6.3. Customer acknowledges and understands that Provider may, upon receipt of inquiries from law enforcement agencies and other governmental authorities, inform such agencies and authorities of Customer's identity, contact information, and any other information requested by such agencies or authorities to facilitate the service of subpoenas or other inquiries directly on Customer.
- 6.4. Customer agrees and understands that it may be necessary for Provider in the course of providing the Services to access, use or disclose Customer, Subscriber's, or End Users' information, including, without limitation, pursuant to subpoenas *duces tecum* (and similar subpoenas) or court orders and other actions of governmental agencies or entities.
- 6.5. During the performance of this Agreement, 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.

## **7. COPYRIGHT, TRADEMARK, AND UNAUTHORIZED USE.**

1. **Rights Per Agreement.** The Services and any equipment, firmware or software used to provide the Services or provided to Customer in conjunction with the Services, and all information, documents and materials provided or offered by Provider are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Customer is only granted a nonexclusive, non-transferable, non-assignable, revocable license to use such Services, equipment, firmware or software, information, documents, and materials (without making any modification thereto) strictly in accordance with the Terms and Conditions, exclusively for use in connection with the Services, and only during the Term. Any equipment, firmware or software, information, documents, and materials provided by Provider to Customer pursuant to this Agreement shall be included in the definition of Services. The limited license granted herein to Customer terminates upon the termination or expiration of this Agreement.
2. **Marketing Rights.**
  - 2.1. This Agreement shall not be construed to grant Customer or Customer's Subscribers any right to use Provider's or Provider's affiliates' corporate names, service marks, trademarks, trade names, logos, and domain names (collectively





"Marks") or otherwise refer to the same in any marketing, promotional or advertising materials or activities. Any use of the Marks requires the express written permission of Provider.

- 2.2. Customer agrees that Provider may identify Customer as a customer of Provider and recipient of the Services for the purposes of marketing Provider's Services during the Term. Further, Customer hereby grants Provider the right to use Customer's logo/trademark on its website and other marketing materials solely for the purpose of advertising the sales by Provider of similar services to third parties and only insofar as they comply with the Sangoma Brand Guidelines available on the Policy Page (as may be updated from time to time).

8. **MODIFICATION OF TERMS.** Provider has the right to and may, at any time, modify the terms and conditions of this Agreement, and to change or discontinue any aspect or feature of the Services as it deems reasonably necessary. Notice of any such change shall be sent to Customer via email or via Provider's applicable ticket system using the email address provided by Customer upon registration and found in Back Office. Customer hereby consents to receive notifications and changes in electronic format and acknowledges that such format shall not affect the enforceability thereof. Such changes shall be effective immediately upon notice being provided. In addition to providing notice, Provider may publish the modified Agreement on the Policy Page. Customer agrees to review the Agreement on the website periodically so that it is aware of any and all modifications. Customer's use of the Services after notice or publication on the Policy Page of any change shall constitute Customer's conclusive acceptance of the change(s).

9. **DISCLAIMER OF WARRANTIES.**

9.1. THE SERVICES, DEVICES, EQUIPMENT, HARDWARE, SOFTWARE AND OTHER COMPONENTS OF THE NETWORK ARE OFFERED AND PROVIDED "AS IS", "AS AVAILABLE" AND SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY FOUND HEREIN. PROVIDER MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES, DEVICES, EQUIPMENT, HARDWARE, SOFTWARE OR OTHER COMPONENTS OF THE NETWORK 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, DEVICES, EQUIPMENT, HARDWARE, SOFTWARE, OR OTHER COMPONENTS OF THE NETWORK 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.

9.2. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACTIONS OF



THIRD-PARTY TELECOMMUNICATIONS SERVICE PROVIDERS.

- 9.3.** ANY AND ALL STATEMENTS AND/OR DESCRIPTIONS CONCERNING THE SERVICES, DEVICES, EQUIPMENT, HARDWARE, SOFTWARE OR OTHER COMPONENTS OF THE NETWORK, IF ANY, 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.

**10. LIMITATION OF LIABILITY.**

- 10.1. 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.
- 10.2. IN NO EVENT WILL 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, 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.
- 10.3.** NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) 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.



**10.4.** IN THE EVENT A JURISDICTION DOES NOT ALLOW ANY OF THE ABOVE EXCLUSIONS OR LIMITATIONS, SUCH EXCLUSIONS OR LIMITATIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. **INDEMNIFICATION.** In addition to any other indemnification provisions herein, Customer agrees to indemnify, defend, and hold Provider Indemnitees harmless from and against any and all Losses incurred or suffered by such party resulting from or relating to Customer's or Subscribers' acts or omissions, consumption, use (including content transmitted by such use) and/or resale of the Services and/or breach of this Agreement, including, without limitation, any claims asserted by any third party.

12. **ARBITRATION.** Except for legal actions by Provider initiated for non-payment of amounts due and payable by Customer, any claim that is not resolved between the Parties by good faith negotiation shall be subject to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted pursuant to the governing law of this Agreement and shall take place exclusively in Allegheny County, Pennsylvania. The Parties shall equally share the fees of the arbitrator.

13. **GOVERNING LAW; VENUE; JURY TRIAL; ATTORNEYS' FEES.**

**13.1.**This Agreement is deemed to be entered into in the Commonwealth of Pennsylvania. The Agreement, and all other aspects of the use of the Services, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any choice of law rules. Any judicial action arising from the Agreement or associated Services shall have exclusive venue in the federal or state court having jurisdiction over Allegheny County, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding

**13.2.**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.

**13.3.**In any proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights under this Agreement, the prevailing party may be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and enforce the final judgment.

14. **AUDIT AND LAW ENFORCEMENT.** Provider reserves the right to audit, track, and/or monitor Customer's and Subscriber's use of the Services to (a) enforce the provisions of this Agreement; (b) conform to legal requirements or comply with legal process; (c) protect and defend the rights or property of Provider or any ULC or third-party vendor; (d) respond to request for identification in connection with a claim of copyright or trademark infringement,



or unlawful activity; (e) protect the interests of Provider's customers or their subscribers; (f) conform to Provider's contractual obligation with any ULC or third-party vendor; (g) protect Provider's network; or (h) provide the Services. Customer agrees that this Agreement is sufficient notice to Customer of such monitoring to the extent any notice is required under current or future applicable federal or state law. Customers who violate the law may incur criminal or civil liability. Provider may refer such violators to government authorities for prosecution and, if needed for the related investigation, will fully cooperate with the government authorities. In the event Provider is required by court order, statute, government regulation, subpoena, or other governmental request to disclose Customer information or Subscribers' information (including, but not limited to, CPNI) to the authorities, Provider will duly and entirely cooperate.

15. **PRIVACY.**

15.1. The Services utilize the public internet and third-party networks. Provider and its ULCs or third-party vendors shall not be liable for any lack of privacy which may be experienced by Customer with regard to the Services. Customer shall be solely responsible for any liabilities arising from Customer's or Subscribers lack of privacy.

15.2. Customer acknowledges that both Provider and Customer are bound to protect and use CPNI only in accordance with federal regulation and specifically as detailed in the Sangoma Customer CPNI Policy, a copy of which is available for viewing on the Policy Page and the terms of which are incorporated herein by reference.

15.3. Provider also collects, redistributes, and uses information as detailed in its Privacy Policy, a copy of which is also available for viewing at the Policy Page, and the terms of which are incorporated herein by reference.

16. **CONTENT.** Neither Provider nor any of its ULCs or third-party vendors operate or control the content transported by the Services. As such, neither Provider nor any of its ULCs or third-party vendors shall have any liability or responsibility for the content of any communication or information transmitted via the Services.

17. **MISCELLANEOUS.**

17.1. **General Provisions.** This Agreement and the documents incorporated herein by reference constitute the entire Agreement between the Parties regarding the subject matter hereof and supersedes all Prior Agreements, understandings, statements, or proposals concerning the Services, including representations, whether written or oral. No written or oral statement, advertisement or service description not expressly contained in this Agreement will be allowed to amend, contradict, explain, or supplement it unless agreed upon by an officer of Provider in a signed writing. Neither Customer nor Provider is relying on any representations or statements by the other Party or any other person or entity that is not included in this Agreement.

17.2. **Force Majeure.** Except for Customer's payment of Service, neither Party shall 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 (30) 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 shall so survive. Said provisions shall include, but shall not be limited to, those provisions that include indemnification clauses, limitations on liability, warranty limitations, billings, 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 herein or by law shall not release either Party from any of the obligations hereunder and shall not be deemed a waiver of any current or future right to insist upon strict performance thereof or any rights and remedies herein.
- 17.5.**Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or permitted assigns and shall not be construed or enforced so as to confer any benefit upon any other person except as expressly provided herein. Customer may not assign this Agreement without the express written consent of Sangoma, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, 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.**Business Relationship.** This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the Parties. Neither Party shall have the authority to, nor shall any Party attempt to, create any obligation on behalf of the other Party.
- 17.7.**Notices.** Customer agrees that all notices shall be considered written and properly given if sent to Customer via the email address provided by Customer at the time of registration (or as properly updated). Customer acknowledges that notices may be sent by and through Provider's ticket system and that the email address provided to receive such tickets shall be sufficient to receive notices. Customer shall configure its email system to accept correspondence from Provider's ticket system. Customer hereby



consents to receive notifications in electronic format and acknowledges that such format shall not affect the enforceability thereof. Notices to Provider shall be sent by electronic transmission (email) to the email addresses provided below.

**Email:** [Legal@Sangoma.com](mailto:Legal@Sangoma.com) and [Contracts@Voipinnovations.com](mailto:Contracts@Voipinnovations.com) (for contractual matters) or [Billing@Voipinnovations.com](mailto:Billing@Voipinnovations.com) (for billing matters)

**Subject Line:** Notice Re: Master Service Agreement

All email notices shall be deemed effectively given on the day sent by email (with confirmation of sending) if sent before 5:00 P.M. at recipient's location on a day other than a Saturday, Sunday or another day on which the recipient is required by law to be closed for business (a "**Business Day**"), and on the next Business Day, if sent after such time or sent on a non-Business Day.



## EXHIBIT A – DEFINITIONS

For the purposes of this Agreement, and any Services Schedule, Rate Sheets, Terms and Conditions and/or other documents incorporated in this Agreement by reference, the following terms will have the following meanings:

“**311**” means a telephone number provided by local county officials to report non-emergency issues.

“**411**” means a directory service allowing the lookup of residential or business contact information.

“**511**” means the FCC designated nationwide telephone number for traveler information.

“**900**” means a premium rate area code that is charged at a higher rate than normal.

“**976**” means a premium rate exchange that is charged at a higher rate than normal.

“**911/E911**” means functionality that allows the caller to contact emergency services.

“**Agreement**” means the Master Service Agreement to which this Exhibit A is attached and any document incorporated therein by reference.

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

“**ANI**” means automatic number identification.

“**ASR**” means answer seizure ratio, i.e., the percentage of calls completed.

“**Back Office**” refers to Provider’s Customer portal through which various information can be obtained and Customer can subscribe to Services. The link to Back Office is <https://backoffice.voipinnovations.com>.

“**CALEA**” means Communications Assistance for Law Enforcement Act.

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

“**Chargeback**” means the consumer protection mechanism that allows credit card holders to dispute a transaction and request a refund from their card issuer. This process is typically initiated when a cardholder believes that a transaction on their credit card statement is unauthorized, fraudulent, or when they encounter issues such as receiving damaged goods or not receiving goods or services at all.

“**Confidential Information**” shall be as defined in the NDA.



“**CPNI**” means Customer Proprietary Network Information and is defined and regulated by the FCC and includes such data as: CDR’s, 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**” means an entity or individual receiving Service from Provider, Customer or Subscriber.

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

“**FCC**” means the Federal Communications Commission.

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

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

“**Interstate**” means a call which originated and terminated in a different state.

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

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

“**IP**” means Internet Protocol.

“**ITG**” means US Telecom Industry Traceback Group.

“**Know Your Customer**” means the FCC requirement to properly identify and authenticate a customer.

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

“**Losses**” means any and all claims, liabilities, losses, judgments, damages, expenses, fines, penalties, and settlements whatsoever, including, without limitation, outside attorneys' fees and costs and disbursements and court costs reasonably incurred by a Party.

“**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 the collection of legal documents located at [www.sangoma.com/legal](http://www.sangoma.com/legal).

“**Prior Agreement**” means any prior contractual agreements for communication services between Provider and Customer, including, without limitation, prior Rate Sheets, or other service agreements.

“**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.

“**PUC**” means Public Utilities Commission or similar government body.

“**Rate Notification**” means email notification containing updated pricing for Services being utilized by Customer that is sent to the Rate Notification delivery address provided by Customer in the customer order process and as updated per requirements.

“**Rate Sheet**” means the rate deck describing the rates applicable to Services as included in Back Office as updated from time to time.

“**Rating Methodology**” means the method used for calculating cost for the Services being consumed.

“**RMD**” means Robocall Mitigation Database.

“**SD Percentage**” means the percentage of Short Duration Calls.



“**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 (6) 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 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.

“**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.

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

“**TN Ownership Minimum**” means the minimum number of days that a TN must be held by Customer.

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

“**ULC**” means Underlying Carrier.

“**Usage Commitment**” means the minimum monthly usage charges required by Provider for certain Services.

“**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.

“**VoIP**” means Voice over Internet Protocol.



## EXHIBIT B - SERVICE SPECIFIC TERMS AND CONDITIONS

### 1. SERVICE OVERVIEW.

1. **Modifications To Service.** Provider and any third-party Vendor may modify, expand, decrease, improve, maintain and/or repair the Services or network at any time, without notice and without liability to the Customer or any third party although such process may require a temporary suspension of Services or increased rates.
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.
3. **Power Outages.** The Services do not function in the event of power failure. Should there be an interruption in the power supply, the Service 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).

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. **Rate Sheets.** Following the initial Rate Sheet, rate changes shall apply if Customer commences using Voice Termination as of the effective date contained in the most recent Rate Notification. Unless otherwise agreed, Voice Termination rates are subject to change upon seven (7) days' notice. 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.
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 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.
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 (4) decimal places or \$0.0000.
5. **Billing Increments.** Unless otherwise agreed, billing increments are as follows:



**Initial Billing Increment: 12 seconds**

**Additional Billing Increment: 6 seconds**

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 and all 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.
7. **Customer Responsibility to Control and Manage Traffic.** In addition to any other terms and conditions of the Agreement and/or these Terms and Conditions, 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 foregoing obligations of this Section 2, Provider will have the right (but not the obligation) to 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.
8. **Traffic Requirements.** Customer shall be required to meet the ASR, ALOC, and SD Percentage requirements for the Termination Rate Sheet provided within any single twenty-four (24) hour period. In the event any of the requirements provided in the Termination Rate Sheet are not met, Provider may, in addition to any other remedies available hereunder:
  - (a) Charge Customer (retroactively and in the future) a surcharge of \$0.01 per call attempt, which shall be in addition to all other fees and charges billed to Customer for the consumption of the Services.
  - (b) Modify Customer Rate Sheet with immediate effect to Provider's then current short duration Rate Sheet.

- 2.9 **Regulatory Responsibilities of Customer.** In addition to any regulatory requirements set forth in the Agreement and/or in these Terms and Conditions, Customer (a) will be solely responsible for and will undertake all required action(s) before the FCC, any PUC, any state regulatory agency, any court or any other controlling regulatory bodies, agencies, commissions or other authority, (b) will



obtain any required governmental approval(s), and (c) will fully comply with any and all applicable laws and regulations, including, without limitation, all applicable FCC requirements, such as CALEA and CPNI, in each case as such actions, approvals and/or laws and regulations apply or relate to the utilization of Voice Termination by Customer, Customer's Subscribers, or any other person or entity to which Customer provides any services utilizing Voice Termination.

**2.10 Call Attestation (Stir/Shaken).** Provider will assign attestation levels based on the relationship with Customer and with TNs being used to make outgoing calls. A partial attestation level will be assigned to calls that are sent using Provider's service from a DID that is not purchased through Providers. 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 499 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 the 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 international Voice Termination Rate Sheet. The rates for such services as charged to Customer are subject to change with forty-eight (48) hours' notice. 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 international Voice Termination Rate Sheet. Call rounding may also change with forty-eight (48) hours' notice.
8. **HOSTED BILLING SERVICES**. If Customer purchases hosted billing services, such services shall be provided primarily by third-party vendors. Use of such 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 will neither inquire nor rely upon Provider for any tax, accounting, legal or other professional or expert advice of any kind. Customer will comply with all state electronic filing regulations as shall be 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.** In the event 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 shall be responsible for any and all surcharges levied on Customer by Provider for such incomplete call. In an attempt 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 reserves the right to stop providing CVRS to Customer at any time for any reason. Provider does not make, nor does it intend to make, 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 shall remain responsible to complete inbound traffic to any toll-free number associated with their account, and in the event the CVRS is not able to complete a call for any reason, Customer shall remain responsible for any and all 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 Customer's Services if suspicious activity occurs. Examples of suspicious activities include, but are not limited to, traffic pumping, calls to certain destinations, excessive calling to free conference lines, and sending suspicious SMS or facsimiles and identification of call campaigns related to government impersonation or the attempt to gather information for purposes of identity theft, as determined in Provider's sole discretion. The above shall in no way limit other rights of Provider with respect to prohibited activities or otherwise under law or equity.

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

**1. TN Ownership.** Customer acknowledges that Provider may institute a mandatory TN Ownership Minimum if Customer's average TN ownership does not exceed sixty (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), it will result in the amounts owed for the remaining term of the TN to be accelerated and immediately due and payable. The process for determining the specific amount of time for the TN Ownership Minimum is determined by Provider in its sole discretion and depends 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.

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).
3. **LNP.**
  - 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 shall have the right to 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.
  - 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 when such dates are known to Provider. Provider reserves the right to change the port date at





its sole discretion. Unless otherwise agreed, Provider shall 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.

- 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 shall be solely responsible for any contractual obligations it has with such provider and any applicable fees and charges, including early termination fees.
- 3.4. TN porting is done at the Customer's sole risk. Under no circumstances shall Provider be liable for any damages, including, without limitation, loss of profits, associated with porting or not porting a TN. Customer agrees to indemnify, defend, and hold Provider Indemnitees harmless from and against any and all Losses incurred or suffered relating to or arising out of any number port requested by Customer, including those arising from any slamming complaints.
- 3.5. Customer acknowledges that requests to port numbers away from Provider's network will be completed not less than seven (7) 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 (7) days' notice to Customer.
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.**

1. **911 Service Description.** The Services allow End User to contact emergency services for TNs (for purposes of this Section 12, TNs include TNs provided by Carrier 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").



- “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.
  - “Basic 911 Service” means that a 911 call is routed to the PSAP assigned to the Subscriber’s Service Address but such call will not provide the PSAP the caller’s location information and/or call back number.
2. **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 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 the 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.
  3. **911 Service.** Customer will fulfill all its registration obligations with respect to 911 Service through Back Office. Customer will not provide service to a 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.
  4. **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 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 the 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.

5. **Indemnification.** Customer will indemnify and hold harmless Provider against any and all Losses resulting from Subscriber's or Customer's failure to comply with the requirements of this Section 12, including without limitation: (a) any 911 calls routed to Provider on the wrong Trunk group; (b) Customer's incorrect or improper designation of an TN to not receive 911 Service that should have received 911 Service; (c) failure to strictly comply with Provider's process and procedures for designating TN's to not receive 911 Service; (d) Customer (i) failing to provision a Service Address, (ii) provisioning an inaccurate Service address, (iii) failing to promptly update a Service Address should Service Address have changed, or (iv) failing to verify for accuracy any Provider proposed or applied modifications to Customer supplied Service Address information, and (e) service suspension, deficiency, outage, misconfiguration, or any other failure affecting the ability of 911 calls to route to Provider.
6. **Manual Intervention.** In the event 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).
7. **Direct Access to 911 Service Required.** A law called "Kari's Law" is effective at the federal level and there are also certain state Kari's law requirements. 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.



**12.8 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. By signing the Agreement, Customer acknowledges that they have read and understood the limitations of the 911 and E911 services being provided by Provider and that Provider has supplied Customer with any additional information requested regarding the 911 and E911 limitations discussed herein.

**13. Subscriber Verification.** For any Subscriber that 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, Customer shall not accept any such call traffic from such Subscriber until Customer first notifies Provider in writing and 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:

- the name, point of contact, and contact information for the entity on whose behalf the Originating Caller is proposing to make the autodialed calls;
- a description and sample recording or transcript (in English) of the proposed autodialed calls;
- a list of the proposed ANIs to be autodialed;
- the Originating Caller's subscription number to the Federal Do-Not-Call Database;
- 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 such consent was obtained;
- the proposed calls per second for the relevant autodialed call campaign;
- the proposed dates of the relevant autodialed call campaign.

**14. Unlawful and Prohibited Use.**

1. **Automated Calling Prohibition.** Unless Customer purchases the Short Duration Call service from Provider, Customer agrees that all calls it originates through the Services shall 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 agrees that it shall not use the Services to initiate any automated communication. Customer shall ensure that any and all automatic calling shall be at all times conducted in compliance with all laws, regulations, and rules.
2. **General Prohibitions.**
  - 2.1. Customer and Customer's Subscribers are expressly prohibited 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. Examples of such improper uses include, 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.

- 2.2. Customer and Subscribers are expressly prohibited 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, and/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.
- 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;
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, shall have the right, without liability or notice, to block suspend or terminate the Services, or any part thereof. Customer shall be responsible for any liabilities and obligations arising from Customer's use of the Services that is contrary to or violates this Section 14. Customer agrees to indemnify, defend, and hold Provider Indemnitees harmless from and against any and all Losses incurred or suffered relating to or arising out of Customer's or Subscribers violation of 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. Customer hereby consents to such forwarding.

4. **Use of Service outside the United States.** Customer shall be liable for any and all use of the Services and equipment 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. Customer agrees to indemnify, defend, and hold Provider Indemnitees harmless from and against any and all Losses incurred or suffered by such party relating to or arising out of the use of the Services and equipment by any person outside of the United States.

*Last Updated March 2024*