

# **PRODUCT SCHEDULE**

## **(for Service Provided in the United States)**

### Unified Communications, Cloud PBX Services, Cloud Fax, Conference Bridge Services and Other Voice Products

This Product Schedule (this “**Schedule**”), between **Company** and the customer entity purchasing any of the Services (as defined below) (“**You**”) is effective immediately upon Your initial use, order or purchase of the Services and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the “**MSA**”) by and between Company and You.

By ordering the Services, selecting “I Accept and Continue” in Your Account (as defined below), or using the Services, You accept this Schedule and agree to be bound by all of the terms and conditions of (i) the MSA; and (ii) this Schedule including without limitation the provisions binding You to buy or use certain CPE (as defined below) as identified in this Schedule.

This Schedule includes the terms and conditions governing direct-dialed Voice over IP (“VoIP”) calling (including as part of 10D’s Unified Communications offering and Cloud PBX product) and certain calling and call management features or advanced features, including additional features or advanced features which may be offered at additional costs, and which Company, in its sole discretion, may add, modify, or delete from time to time and other services. This Schedule also incorporates the VoIP Emergency 911 disclosures, notices and disclaimers set forth in the document entitled “911 Notifications” available with this Schedule at <https://10dvoice.com/legal> (the “**911 Disclosure Document**”). **Note that Your acceptance of the MSA also constitutes Your acceptance of this Schedule and the VoIP Emergency 911 disclosures, notices and disclaimers set forth in the MSA, in this Schedule and in the 911 Disclosure Document. Your acceptance of such terms, including without limitation such VoIP Emergency 911 disclosures, notices and disclaimers, is a necessary pre-condition before You can receive the Services described by this Schedule.**

While the Services are provided directly to You by Company, one or more third parties have been authorized by Company as agents to conduct contracting, billing and support services to You on Company’s behalf. Company’s agents have no direct rights or obligations to You outside the scope of this Schedule and do not have any liability with respect to the Services.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. **In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern; provided, however, that, notwithstanding the foregoing, the term and termination provisions of this Schedule as detailed in Section 2 (and any other additional sections specifically indicated herein as being in priority to the MSA on these terms) supersede the MSA regardless of whether there is an actual or apparent conflict or inconsistency with the terms set forth in the MSA.**

**Definitions.** For the purposes of this Schedule, the following definitions apply:

“**Access Information**” means information that, alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Users.

“**Account**” means the account created with Company in connection with this Schedule that relates to Your purchase or subscription to and use of Services by You and Your Users.

“**Agent**” means a party designated by Company to provide contract, billing and support services to You on behalf of Company.

“**CPE**” has the meaning provided for in Section 1.2 of this Schedule.

"Data" means all data submitted by Your Users to Company in connection with the Services, including all content, material, IP and similar addresses, voice calls, fax calls, software, messages and account information and settings.

"Services" means the voice communications services sold by Company, such as direct-dialed Voice over IP ("VoIP") calling/Cloud PBX service, fax, conference bridge and certain other calling and call management features or advanced features. The "Services" also include the voice communications services (e.g., VoIP calling, Cloud PBX, etc.) and the chat (i.e., instant messaging) functionality delivered as part of 10D's Unified Communications offering. However, for purposes of clarification, the term "Services" as defined for purposes of this Schedule does not include (a) Company's SIP Trunking service or (b) Company's Online Meeting video conferencing or ShareSync backup and file sharing services that are delivered as part of 10D's Unified Communications offering (for further information regarding the terms of such excluded offerings, please refer to the applicable Product Schedules and other documentation located at <https://10dvoice.com/legal>).

"Third-Party Service" means any service or product offered by a party that is not Company.

"User" means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with Company's entitlement procedures. If You are purchasing Services under a user-based licensing model, Users may not be "shared" or used by more than one named individual (other than the administrative account that may be used by an appropriate number of individuals required to administer the use of Services within Your organization). If You are purchasing Services under a subscription-based licensing model, subscription licenses may not be "shared" or used by more than one named individual at any given time; however, a single subscription user license may be reassigned from one User to a different User (by removing the subscription license from the first User and assigning it to another registered User).

"Company Parties" means Company's officers, employees, agents and representatives; Company's affiliates (including parents and subsidiaries), vendors, licensors and partners; and their respective officers, employees, agents and representatives.

## **1 Service and Account.**

1.1 Services. Company agrees to provide, and You agree to purchase, the Services. The Services include certain calling and call management features or advanced features, which may be offered at additional costs, and which Company may, in its sole discretion, add, modify, or delete from time to time. All real-time voice communications services and facsimile services must originate in the United States of America (in which case the Services are subject to this Schedule) or Canada (in which case the Services are subject to the Canada Product Schedule for the Services). Company will block all call traffic that does not originate from a United States or Canada IP Address as determined by Company in its sole discretion. Failure by Company to block such services that originate outside of the United States or Canada does not constitute approval by Company (or any of its affiliates) for You to use the Services from such points of origin. The Services do not support Operator-assisted calls, including but not limited to any and all types of collect calls. In addition, the Services do not support 900 calls of any type or 10-10 dialing. You acknowledge that any failure of attempted 900, Operator-assisted, or 10-10 calls is not grounds for any service credit, any other form of liability on the party of Company or any of its affiliates, or termination of service by You.

1.2 CPE: Use of the Services (whether as a standalone service, as part of 10D's Unified Communications offering, or otherwise) requires the use of pre-approved, pre-qualified, and preprogrammed CPE. The CPE can be purchased directly from Company or from third parties. Third party CPE must conform to the approved make and models as determined by Company in its sole discretion. In order to utilize the Services' functionality, You must install all CPE according to the installation instructions provided by Company using the preset configuration

supplied by Company. You acknowledge that Company has custom-preconfigured all CPE to work with the Services if you purchase such CPE directly from Company, and that this custom configuration enables certain CPE features and disables others. Desk phones, cordless phones, wireless transmitters, wireless adapters and fax adapters acquired from or through Company are only to be used with the Services.

Please note that most SIP desk phones approved for use in conjunction with the Services natively support Power Over Ethernet (POE). Some models, however, may require the use of a supplementary POE injector, which must be purchased separately.

The Services do not support Point-of-Sale machines (Credit Card machines). The Services do not support alarm systems. In addition, please refer to Section 1.11 of this Schedule for limitations regarding certain fax devices

1.3 Title to CPE. Upon submission of an order for Services, You retain all rights and title to CPE identified in, or in connection with, such order. Subject to Sections 2.2 through 2.4 of this Schedule, You may select either a one-time payment or twelve monthly installment payments option for the CPE. In the event of CPE defects due to component failure and/or workmanship defects during the twelve (12) month defective CPE warranty period, You agree to return the CPE that has been pre-approved for replacement to Company (at Company's cost), in its original condition (excepting normal wear and tear) within thirty (30) days of Your written request for the exchange of defective CPE from Company. As per industry standard practice, Company will replace any defective CPE during the twelve (12) month defective CPE warranty period with either new or factory refurbished CPE at Company's discretion. You are required to provide adequate surge protection for all CPE, such as would be standard for a computer. Company shall not be responsible for CPE damage due to improper use, storage, installation, lightning damage, flood damage, or other damage inflicted by You. If You fail to return the CPE within thirty (30) days of receipt of the request or if Company at its sole discretion determines that the CPE defect is due to improper use, storage, installation, lightning damage, flood damage, or other damage inflicted by You, then Company will add the full original purchase cost of that CPE to Your next invoice or credit card charge. Title passes to the customer for CPE shipments on a Free on Board (FOB) origin basis.

1.4 Service and CPE Change Orders. You are responsible for all charges associated with change requests including new CPE and new Services in addition to those specified on Your initial order as confirmed with Company. Such change requests may be submitted via secure portal, the case management system, email to Company customer service and/or phone call to Company customer service and support teams (in each case by a party that is authorized to make changes to Your Account(s), subject to confirmation of such identity by Company) and are deemed the responsibility of You. Company reserves the right to verify whether an authorization is sufficient in its sole discretion.

1.5 Number Portability. Availability and use of local and toll free number portability, for porting an existing telephone number to Company, is subject to Company's policies, as modified from time to time. If number portability is offered by Company and You decide to transfer Your existing number, You authorize Company to process Your order for the Service and to notify Your service provider of Your decision to switch Your services to Company and to transfer Your telephone number, and represent that You are authorized to take these actions. You may be required to complete a letter of authorization, provide Company with a copy of Your most recent bill from Your service provider, as well as provide Company with any other information required by Your service provider to port Your number. Failure to provide any information requested by Company or the third party service provider will delay the porting of the number to Company. Company shall not be responsible for any delay in the porting of Your number or outages with Your service provider prior to the successful completion of Your number port to Company, and will not provide credit for any such delays or outages. Expedites are not available. Company has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.

1.6 Changes to Local Number Port Orders. If a Firm Order Commit (FOC) date for a local port order is canceled or changed by You or Your Agent/representative more than three (3) business days before the agreed-to date, there may be a charge of ten dollars (\$10.00) per Telephone Number (TN). If an FOC date is canceled or changed by You or Your Agent/representative within three (3) business days prior to the agreed-to date, there will be a charge of fifty dollars (\$50.00) per TN. If You require a reversion to prior service on the day of the port or within twenty-four (24) hours of the port occurring on the FOC date, there will be a charge of four hundred fifty dollars (\$450.00) per TN. You acknowledge that Company cannot guarantee that such an immediate service reversion for local numbers is even possible. Any change/cancellation of local porting orders received after 12:00 noon Pacific will be considered as received on the next business day. All such charges are not refundable and do not qualify under any service guarantees.

1.7 Changes to Toll-Free Port Orders. Changes to toll-free port orders are not supported once submitted. Cancels of toll-free porting orders are entirely the responsibility of You or Your Agent/representative to arrange with the current service provider.

1.8 Agent. You acknowledge and agree that (a) Company has designated an Agent to provide billing and support services to You in connection with the Services, (b) such actions by Agent shall be deemed to be the actions of Company with respect to those aspects of the relationship under this Schedule, and (c) You consent to the disclosure of Data to Agent for the purposes of the Services and the collection of Data by Agent for the purposes of the Services. For the avoidance of doubt, if You fail to respond to Agent when it is acting for Company under this Schedule, You shall be deemed to be in breach of this Schedule.

1.9 Local Numbers. For the Services, You represent and warrant that all traffic delivered to You under this Schedule that has originated in the same local calling area in which Your local number (i.e., NPA-NXX) is assigned, and/or in which such traffic is terminated to You, is local traffic and is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over such traffic. You understand and acknowledge that Company will rely upon such representation to assign local telephone numbers to You and/or route Your traffic for termination as local calling.

1.10 Incompatibility with Traditional Telephony Network. If Your business requires the use of equipment that is designed to transmit or receive data over traditional telephony networks, collectively referred to here as "Transaction Processing Hardware," You should be aware that not all Transaction Processing Hardware nor their related application providers, such as banks or credit card processing companies, support the use of VoIP services. Although adequate service may be achieved in many cases, Company cannot recommend or support Your use of Transaction Processing Hardware with the Service.

1.11 Incompatibility with Certain Facsimile Devices. Fax adapters acquired from or through Company Services provide a port for connection to facsimile devices ("**Fax Devices**"). However, You should be aware that in some cases the Fax Device's configuration may need to be modified by You to optimize its performance with VoIP. You should also be aware that some Fax Devices, some Internet Service Providers (ISPs) and some broadband data connections may not be capable of delivering satisfactory fax operation with VoIP. Some older Fax Devices are incompatible due to delay sensitivity and therefore Company recommends the use of Fax Devices that are no older than two (2) years. Some ISP services deliver inadequate quality of service to allow for reliable fax transmission. Company recommends that You always check with Your Fax Device manufacturer and ISP to determine their level of support for fax over VoIP.

1.12 Your Network Security Obligations. You understand that the use of the Services requires a network firewall at Your premises. You must deploy firewalls at each physical site designed to enhance security for SIP-based VoIP applications and services. You are also responsible for implementing other security practices that conform with industry standards and best practices applicable to Your business and industry sector. You are

responsible for all fraudulent use of Your Services without regard to how it occurs. See Section 4.4(c) of this Schedule. **YOU HEREBY INDEMNIFY THE COMPANY PARTIES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY YOU OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK.**

1.13 On-Site Requirements. You are responsible for all aspects of Your working environment and of the access connectivity (Internet connectivity and local area network) they provide with respect to any quality of service issues to which they may contribute. Should You encounter material quality of service issues with Your Service which are not related to Your working environment or to the access connectivity provided by You, but rather are attributable to the network or software provided by Company, then Company will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to Company. Should Company fail to achieve a remedy within thirty (30) days then You will be free to discontinue Service without liability for early termination fees. Should reported quality of service issues be determined to be a result of Your provided access connectivity or of Your working environment, then Company will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, You will remain responsible for its repair and will be held to the contracted commitments as executed.

1.14 Directory Listing: You may request a Directory Listing for any Local Numbers used in connection with the Services provided that Company has the capability to provide Directory Listing services. Company utilizes a Third-Party Service for Directory Listing; therefore, there is no guarantee that Company will be able to list a specific number with the third-party provider, and there is no guarantee as to the timeframe under which Directory Listing can be completed, if at all. Company does NOT support an option whereby the address is not published as part of the Directory Listing, as allowed by relevant law. Further, where You choose to not purchase or to discontinue Company's Directory Listing service, Company provides no assurance that any existing information in the various directory listing databases will be removed or revised. In the event that a Directory Listing is completed successfully, (a) You will be provided with a listing for each number in the electronic database and white pages book managed by the Local Exchange Carrier ("LEC") or a third party working with such LEC in whose area the local numbers originate; (b) via the above, most Directory Assistance providers will be able to look up the number when they receive an inquiry; and (c) yellow page and other electronic database providers then may contract with the LEC to purchase and list the number in their books, databases, etc. as an independent action from the Directory Listing services provided by Company. Company will not be responsible for any misprints, errors or omissions but will provide reasonable, good faith assistance to correct any errors in the databases of Company's partner carriers and their LEC providers that are identified by You. Further, **YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD THE COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR EXPENSES OR DAMAGES OF ANY KIND (INCLUDING ATTORNEYS' FEES) ARISING FROM A MISPRINT OF YOUR DIRECTORY INFORMATION.**

**2 Term and Termination.** The term and termination provisions of the MSA govern the provision of Services provided through this Schedule, except as specifically superseded or supplemented by the terms of this Section 2.

2.1 Porting Does Not Constitute Termination of Service. Even if You port a telephone number from your Account, You will continue to be liable to Company for Service until the Account or relevant Service is terminated.

2.2 Following Termination. In addition to the provisions set forth in Section 2.4 of the MSA, **You acknowledge that in the event of any Service termination or cancellation, all telephone numbers associated with Your Account may be immediately released and may not be available to You for porting to a new carrier or upon Service reactivation with Company.**

**3 Fees, Billing, Taxes, Charges, Promotions.**

3.1 Fees. The fees initially charged upon ordering any Service will be effective for the Initial Term and each Renewal Term of this Schedule, provided that Company will have the right to increase these fees at any time upon

notice to You. If You do not agree with such fee increase, You will have the right to terminate this Schedule and the applicable Service immediately upon notice, provided that such notice of termination must be received within thirty (30) calendar days of date of notice of the fee increase. All payments shall be in US dollars. You will pay all non-recurring and recurring fees, regulatory cost recovery fees, surcharges, assessments and taxes billed to Your Account. Fees are non-refundable. Recurring fees are typically billed once per month and include charges for the current month and usage or adjustments from the prior month. Telephone call minutes of use (including but not limited to inbound and outbound local, long distance, international, toll free, and conferencing) and adjustments for additions, changes or deletions of certain monthly recurring services are billed in arrears. Rates may vary by destination country, city, and band, and are subject to change by Company from time to time without prior notice.

a. Company may charge a reactivation fee to renew Service for Accounts that have been suspended for non-payment or terminated by You.

b. Monthly recurring charges will automatically be applied to Your Account(s) seven (7) days after Your acceptance if You have not activated the Services; otherwise, such charges will apply from the date of activation.

3.2 Advance Payment and Deposits. Activation and monthly recurring charges are billed in advance. Usage and long distance charges are billed in arrears. Recurring charges commence accruing at the time the Services are provisioned by Company. Payment of all charges is due thirty (30) days from the date of the invoice (the "Due Date") unless You have selected to automatically pay by credit card in which case charges will be automatically applied to the credit card associated with Your Account(s). If You fail to pay for all charges by either: (a) more than thirty (30) days past the Due Date on one (1) occasion, or (b) more than fifteen (15) days past the Due Date on two (2) occasions within any twelve (12) month period, then You will be, upon receipt of written request from Company, required to pay a billing deposit ("Billing Deposit"), of an amount equal to twice Your average monthly bill for Services for the preceding three (3) month period. If You fail to pay the Billing Deposit within ten (10) days of receipt of the request to do so, then Company may, in its sole discretion and in addition to any other remedies available to Company, suspend or terminate all Services provided to You and maintain the Services in a suspended status until such time that You have paid all amounts then due including the Billing Deposit. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Company may make reasonable pro-rations to recurring charges.

### 3.3 Fair Use.

a. Company may offer calling plans that are described as including unlimited minutes of use. **Company** Services may also offer messaging plans that are described as including unlimited messages. Company reserves the right to review usage of any "unlimited" plans to ensure Fair Use and reserves the right to, at any time, take the actions noted in Section 3.3(b) below without notice to You. "Fair Use" means that (i) with respect to calling plans, the combined number of outbound minutes plus local inbound minutes or (ii) with respect to messaging plans, the combined number of outbound messages plus inbound messages, in either case does not substantially exceed, in Company's reasonable judgment, the average use of all other Company customers as measured on a per user basis. Usage and associated charges for excess usage will be determined based solely upon Company's collected usage information. Fair Use also prohibits any activities that result in excessive usage including, but not limited to, auto-dialing, continuous or extensive call forwarding, telemarketing, message blasting, fax broadcasting, fax blasting or transmitting broadcasts or recorded messages, or any activity that disrupts the activities of Company and/or other Company customers.

b. Fair Use assumes that, for any service packages or bundles that include outbound calling to Alaska and/or Hawaii, outbound long distance traffic to those destinations cannot, in aggregate, exceed one percent (1%) of the total Outbound Long Distance traffic in any calendar month; otherwise, all outbound long distance traffic to Alaska and Hawaii in such month may be subject to a price premium of up to \$2.50 per minute, at Company's sole discretion.

c. Certain voice functions, such as (i) inbound and outbound WebFax service and (ii) forwarding calls out of the Auto Attendant or a Local Number, do not qualify for unlimited Local or Long Distance usage. For a list of such voice functions, together with the applicable maximum minutes of usage per month and the costs for excess usage, please contact Your Company account representative.

d. If Your usage exceeds the limits for Your Account or otherwise exceeds Fair Use, You agree that Company may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account or by invoice if You have been accepted into Company's check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice to You. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

3.4 Taxes. You shall be liable for all taxes, governmental fees, surcharges and assessments to be paid related to fees and charges arising under this Schedule or in connection with the Services. You shall also pay all taxes, fees, and assessments of any nature associated with products or services sold through the use of or with the aid of the Services. Unless Applicable Law or changes in Applicable Law require otherwise, applicable taxes, governmental fees, surcharges and assessments for the Services shall be applied based upon the jurisdiction in which You primarily use the Services ("Place of Primary Use"), and You and Company agree that the primary business street address You designate on Your Account for purposes of this Schedule shall also be Your Place of Primary Use for determining applicable taxes for all charges on Your Company Account.

3.5 Promotions. Company may occasionally offer special promotions from time to time and shall determine eligibility for, interpretation under and duration of such promotions in its sole discretion. For example, Company may, from time to time, offer a "free phone" promotion in connection with the Services. Any such "free phone" promotion will be limited to certain phone models as specified by Company, and such phone models may be changed at any time, without notice, at Company's sole and absolute discretion. If You purchase Services with a "free phone" promotion but You then cancel those Services within the first 12 months of service, You will be required to repay to Company the pro-rated value of the phone. Additional information about Company's promotions can be found in the terms and conditions for the applicable promotion.

### 3.6 Subscription-Based Versus User-Based Licensing Models.

a. Subscription-Based Licensing. For Services purchased under a subscription-based licensing model, You may purchase subscriptions (i.e., licenses) to such Services without assigning a User to the subscription license at the time of initial purchase. When placing an order for a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, any hardware rebates applicable to those User licenses will be immediately available on Your account, even prior to assigning the licenses to specific Users. After ordering a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, billing for those licenses will begin after a seven-day grace period, even if the licenses have not yet been assigned to specific Users. When Your Account administrator removes a User from Your Account, the phone number and User license assigned to such User become available for future use; however, You will continue to be billed for the licenses, even after the removal of the User from Your Account, until You terminate the licenses (by decreasing the number of licenses on the Account). A hardware rebate penalty will not automatically be charged back to Your Account when a User is removed from the Account; rather, the rebate penalty will only be triggered when You reduce the number of Service subscription licenses in Your Account below the number of the phone hardware rebates that have been used within that customer Account within the previous 12 months. As with user-based licensing, applicable taxes are based on the locality of Your Users; any licenses that are not assigned to a User will be assessed taxes based on the address for the applicable customer account, as set forth in Company's records.

b. User-Based Licensing. For Services purchased under a User-based licensing model, licenses for such Services are purchased for and assigned to a specific User at the time of initial purchase. Under this model, when

Your Account administrator removes a User from Your Account, the license is terminated, and a hardware rebate penalty will automatically be charged back to Your Account if the User is removed from the Account within the first 12 months. Applicable taxes are based on the locality of the User to which the license is assigned.

#### **4 Use of the Services.**

##### **4.1 Business Use; Call Centers.**

(a) Business Use. You will use the Services predominantly and primarily for Your own internal business, non-personal use. You will not allow any third party, including Your vendors and service providers, to access or use the Services. For the avoidance of doubt, You agree that You will not use the Services for residential purposes.

(b) Call Centers. The Service can be used for call center purposes where calls are primarily of an inbound nature and the system is being used in conjunction with Company solutions where appropriate Contact Center licenses are purchased for this purpose. You may not use the Services for any call center solutions in which Company's Service lines are being used for a high rate of outbound calls and/or calls which are primarily of a short duration – characteristics which are typically seen when employing the use of an outbound dialer application. Company's services assume normal business usage which, for this service, means that the average call duration is greater than or equal to one (1) minute. If a customer's average call duration is less than one (1) minute during any month, a surcharge will be applied to all usage during that month.

4.2 Restricted Activities. You will not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; (g) to harass or to interfere with another user's use and enjoyment of the Services; (h) unlawfully record conversations in violation of applicable law; (i) to make calls that are not between individuals (e.g., automated calls are not permitted); or (j) in a manner deemed by Company to be inappropriate. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Company's prior written consent. You may not access the Services if You are a direct competitor of Company, without Company's prior written consent pursuant to a separate written agreement.

4.3 No Resale. Services are for Your use and not third parties and You are prohibited from intermingling traffic. Except as set forth in the following sentence, You shall not resell the Services and doing so constitutes an abusive practice subjecting You to immediate termination of this Schedule and the Services. You acknowledge and agree that in order to resell the Services You must enter into a separate written agreement with Company and that reselling the Services may require regulatory approvals.

##### **4.4 Applicable Law; Regulatory Matters.**

a. Applicable Law. **Use of the Services is only authorized for use in the United States of America (subject to this Schedule) and Canada (subject to the Canada Product Schedule for the Services).** You acknowledge and agree that access to and use of the Services may be restricted or limited as a result of Applicable Laws and that You will



not use, or allow the use of the Services, in contravention of, and will comply with, any Applicable Law. You represent that (i) You and Your Users are not named on any Governmental Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Users to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Service in a lawful manner.

b. **Regulatory Matters.** **Notwithstanding any other provision of this Schedule or the MSA, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Company pursuant to any Applicable Law, including any order, rule or decision of a Governmental Authority.** All taxes, regulatory fees, surcharges, assessments or other charges imposed by any Governmental Authority on You or Company are in addition to the fees and charges of Company and are the sole responsibility of You. If any such taxes or fees are assessed upon Company, Company may pass through such charges to You or assess a regulatory cost recovery fee. All such charges may be a flat fee or a percentage of Your Company charges and may change without notice. To the extent You are obligated to report and pay any applicable taxes or regulatory fees to a Governmental Authority, You hereby indemnify Company against any claim arising out of Your failure to do so.

c. **Fraud.** It is the express intention of the parties that You, and not Company, will bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Schedule to You. Company reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof, provided, however, that any such action will be consistent with applicable federal, provincial, state and local laws, rules, and regulations and provided further that the failure to take any such action will not limit Your responsibility for all usage of the Services.

4.5 **Call Recording Features.** **Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the MSA, You agree and acknowledge that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations vary between federal and state jurisdictions, and between state jurisdictions, and locally.** You agree that You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using call recording features. If You use call recording features from outside the United States (note that use of the Services from outside the United States or Canada would constitute a violation of Section 1.1 of this Schedule), or if a party to the call is located outside the United States, You must also abide by all applicable international laws, rules and regulations. Company and Company Parties expressly disclaim all liability with respect to Your recording of conversations. You hereby release and agree to hold harmless Company and Company Parties from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the Services. You should carefully review Your particular circumstances when deciding whether to use the recording features of the Service, and it is Your responsibility to determine if, and under what conditions, the electronic recordings are legal under applicable federal, state or local laws. Company and Company Parties are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by any User, whether legal or illegal. The call recording feature is intended for single person use only. Company reserves the right to disconnect or modify Your service plan if Company determines, in its sole and absolute discretion, that Your usage of this feature is inconsistent with, or in excess of, normal usage patterns of other users of the Services. In some states, You are required to obtain consent from all parties to record a phone call. As a result, You may need to inform Your employees and third parties whom You call through the Services that their calls are being recorded. Third parties will receive an automated announcement indicating that the call is being recorded only when they call You. You are responsible for obtaining any and all legally-required consents when You make a call with call recording enabled. You should consult with an attorney prior to recording any call. The information above does not constitute legal advice.

4.6 Caller Identification Services (“CNAM”). Outbound CNAM is available upon request although Company reserves the right to provide a default name which will typically be either the name of the enterprise account, or the billing contact for the Services, as provisioned in Company’s systems as of date that the CNAM order is entered. Company may modify the name submitted to meet regulatory and/or third-party vendor requirements. Upon request, Company may modify the CNAM in a manner consistent with relevant law and charges may apply. If You prefer for Your number not to be displayed, You must request initiation of the privacy indicator on Your account. Company is not responsible for CNAM not operating properly as Company, as all providers in the industry, relies on third-party databases and provisioning by the carrier or other provider that terminates the call to the called party. Company has no control over such third parties.

4.7 “Hold” Music. You represent to Company that, to the best of Your knowledge, any and all Hold Music provided by You to Company for the purpose of uploading to the Service is (a) not in violation of any third parties’ patent, trademark, copyright or service mark rights; (b) is not libelous, obscene or otherwise contrary to the law; and (c) does not violate any third party’s right of privacy or publicity; and that no such claims by third parties or the possibility of such a claim has been brought to Your attention. Accordingly, any claim made or action filed for misrepresentation, content, patent, trademark, service mark, or other copyright infringements arising out of the Hold Music provided by Company at Your request, You shall defend and hold harmless Company for all liabilities and damages suffered by Company as a result of said claim or action.

4.8 Chat Functionality. The chat functionality available through the Services (the “Chat Feature”) is subject to the following restrictions and limitations:

a. Web Links Not Scanned. The Chat Feature allows users to share URLs or other forms of web links with one another via chat. However, Company does not scan such URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms (collectively, “Harmful Content”). Company and Company Parties expressly disclaim all liability with respect to any Harmful Content contained in any URL or web link shared between Your Users via the Chat Feature. You hereby release and agree to hold harmless Company and Company Parties from and against any damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared between Your Users via the Chat Feature.

b. User Content. Company does not screen or filter the content of messages, links or attachments sent via the Chat Feature (whether for offensive or illegal content, viruses or otherwise), and Company does not modify any User content sent using the Chat Feature. As with all Services, You assume full responsibility and liability for the legal and compliant use of the Chat Feature by Your Users. Company and Company Parties expressly disclaim all liability with respect to any content, links or attachments included by Your Users in a Chat Feature message. Message history (for messages sent via the Chat Feature) is retained by Company and is available, if required, for production in connection with legal proceedings in which You may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands; however, the Chat Feature does not currently support account administrators’ ability to export message history without Company support.

c. Service Limitations and Disclaimers. The Chat Feature does not support messaging with users outside of Your organization; it only allows the exchange of messages with other internal Users within Your organization. Company and Company Parties expressly disclaim all liability with respect to any delays in the delivery of messages using the Chat Feature, messages that are not successfully delivered, messages that are deleted or lost, or User errors in the use of the Chat Feature (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, or unclear or misleading communications due to the chronological/sequential presentation of chat messages). The Chat Feature does not support the ability to recall a message once it has been sent.

d. *Service Level Agreement.* For purposes of the Service Level Agreement for 10D's Unified Communications Service (available at <https://10dvoice.com/legal>, as it may be amended from time to time), the Chat Feature will be deemed to be available (for purposes of determining "Service Availability," "Network Availability and "Cloud Voice Availability" for any particular period) so long as Users are able to send and receive messages in the Chat Feature through at least one of the available user applications (mobile, desktop, etc.).

## **5 Your Data and Privacy.**

(a) Company does not own any of Your Data unless otherwise stated by Company. Except as set forth herein, in the MSA or in Company's Privacy Policy or as otherwise required by Applicable Law, Company will not monitor, edit, or disclose any information regarding You or Your Account, including any Data, without Your prior permission. Company may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for Services (including disclosure to the Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the Services, for compliance purposes with Company's vendors, to protect Company's rights or property, and to protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, Company may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. You, not Company, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, Company will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. You understand and agree that it will be Your sole obligation to take, and that You will take, all measures necessary to protect Your Data, including without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services.

(b) In providing the Services, Company collects and maintains certain Data, known as customer proprietary network information ("CPNI"). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which You subscribe. Your telephone numbers, name and address are not CPNI. Company may use CPNI without Your consent to provide the Services, for billing and collection purposes, to protect Company's rights or property or to protect users from fraudulent, abusive or unlawful use of the Services, to inbound telemarketing services for the duration of the call, or as required or permitted by law. Company may also use CPNI to offer additional services of the type that You already purchase. Company does not sell, trade or share Your CPNI with Company's affiliates or any third parties for marketing purposes, unless You authorize such use.

**6 CALEA.** Company intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA") and similar laws. **By using the Service, You hereby agree and consent to Company's right, pursuant to lawful request by law enforcement or any Governmental Authority, to monitor and otherwise disclose the nature and content of Your communications if and as required by CALEA or any other law, without any further notice to You.**

## **7 Limitation of Warranty; Limitation on Liability; Third-Party Services.**

7.1 **Limitation of Warranty.** Company and the Company Parties will not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, the Services not meeting Your requirements or expectations, hardware failures, issues making 911 calls, interruptions, deletion of files or directories, errors, defects, or delays in operation, or transmission, regardless of whether Company or any Company Party has been advised of such damages or their possibility. Company and the Company Parties will not be liable for any harm that may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The

warranty restrictions and limitations set forth in this Schedule are in addition to the warranty restrictions and limitations provided for in the MSA.

7.2 **Limited Warranty:** Within thirty (30) days of the creation of Your Company Account, if You are dissatisfied with the Service, You may discontinue Service and return all CPE for a full refund of all Service and CPE charges (excluding toll-free and international charges and shipping). You are required to (a) provide advance notification to Company of intended return and cancellation under this warranty and (b) receive acknowledgement by Company that the return has been authorized. You are responsible for arranging and paying for the return of CPE and packaging all equipment to arrive at Company in good working condition within thirty (30) days of authorized return order. Refunds, where authorized, will generally be issued within ten (10) business days following the receipt of all CPE; billing for CPE will continue in the interim until Your account is completely cancelled. If all CPE is not returned or has been damaged by You or in shipping, You will be charged for the complete cost of all non-returned or damaged CPE. This warranty does not apply to any promotional cash cards or fees, or membership cards or rebates that from time to time may be offered to You; if You discontinue the Services, any such cards or fees or rebates will be charged to Your credit card, or if You are not using a credit card, then will be charged to You by invoice. Your delay in installing, configuring and/or using the Services and/or any delays such as those associated with number porting or ordering additional CPE, do not extend the period for this Limited Warranty.

7.3 **Limitation on Liability.**

a. Except as otherwise set forth in this Schedule, You agree that the total liability of Company and any Company Party and Your sole remedy for any claims shall be as set forth in the MSA.

b. Notwithstanding anything to the contrary otherwise set forth herein, Company and the Company Parties will have no liability whatsoever in the event that You have, either under Company's direction or Your own actions, misconfigured any telephone or other device connecting to the Service, or if any User has any issue regarding a 911 call. You acknowledge and agree that the limitation of Company's and the Company Parties' liability is a material term to Company and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable. 911 services will not function, or will not function properly, on the Service: (i) if You (or Your User) are located outside of the rate center associated with your assigned phone number; (ii) if a User attempts a 911 call from a location different from the address associated with the applicable phone number in the records of Company or any of the Company Parties; (iii) during any disruption of power at Your location; (iv) during any disruption of Internet connectivity to Your location; (v) during any period where service to You has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid address information for You is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by You in connection with the Service fails to function or is improperly (or is not) installed or configured. 911 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation. You hereby release and agree to hold harmless Company and Company Parties (including without limitation Level 3 Communications, LLC and its affiliates) from and against any damages or liabilities of any kind arising out of the failure of 911 services to function properly for the reasons set forth in the preceding sentence of this Section 7.3(b).

7.4 **Licensors and Vendor Liability.** Company's licensors and vendors are not responsible to You for any warranty provided by Company.

7.5 **Third-Party Services.** The Services may be compatible with Third-Party Services. While Company does not disclose or permit access to Your CPNI to Third-Party Services, Your installation or use of Third Party Services on Your equipment or software could result in Your own disclosure of CPNI. Any purchase, enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party

Service provider. Company does not warrant, endorse or support Third-Party Services. If You purchase, enable or engage any Third-Party Service for use with the Services, You acknowledge that the providers of those Third-Party Services may attempt to access and/or use Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use and access is outside of Company's control. Company will not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

7.6 Accessibility Services. Company, either directly or through one or more Company Parties, makes certain ancillary services, such as 711 and IP Relay services, available to You that are designed to make some of the Services more easily accessible to individuals with certain disabilities (collectively, the "**Accessibility Services**"). Such Accessibility Services are provided on an "as is" basis, and neither Company nor the Company Parties make any representation or warranty with respect to the availability, the effectiveness or any other aspect of such Accessibility Services. Use of the Accessibility Services is at Your sole risk. Notwithstanding anything to the contrary otherwise set forth herein, You hereby release and agree to hold harmless Company and Company Parties from and against, and that Company and the Company Parties will have no liability whatsoever in connection with, any damages or liabilities of any kind arising out of any error in receiving, transmitting or failing to receive or transmit any message or communication in the course of providing the Accessibility Services. You acknowledge and agree that the limitation of Company's and the Company Parties' liability is a material term to Company and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable.