



VOIPPros SaaS Terms and Conditions

SIGNING UP FOR VOIPPROS'S SAAS ("SOFTWARE AS A SERVICE") SERVICE AND/OR VOIPPROS'S SAAS CONSULTING SERVICES CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION, ANY APPLICABLE STATEMENT OF WORK AND THIS AGREEMENT. ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR SERVICE, (2) YOUR SUBMISSION OF AN ORDER, (3) YOUR EXECUTION OF A VOIPPROS SERVICE AGREEMENT OR ANY OTHER AGREEMENT INCORPORATING THESE TERMS AND CONDITIONS, (4) YOUR USE OF THE SERVICE DESCRIBED HEREIN, (5) YOUR REQUEST FOR OR RECEIPT OF CONSULTING SERVICES. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT.

INTRODUCTION. These VOIPPros SaaS Terms and Conditions, together with any operating rules, policies, price schedules, service descriptions, statements of work, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between VOIPPros and TELEPHASE, a California Proprietorship (hereinafter referred to as "we," "us" or "VOIPPros") and the party set forth in the related registration Order Form (hereinafter referred to as "you," "user" or "Customer") regarding VOIPPros's Service (as defined in Section 2.6 of this Agreement) and its provision of Consulting Services (as defined in Section 2.1 of this Agreement) related thereto, and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term "VOIPPros" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes services or devices to you in connection with this agreement.

DEFINITIONS.

"Consulting Services" means the SaaS consulting services provided to you by us, which may include Standard Onboarding, Custom Services, Professional Services, training services, installation, integration or other consulting services that are related to the Service.

"Custom Services" means customized professional SaaS consulting services, the scope of which is defined by a separate Statement of Work that outlines the specific tasks that VOIPPros will undertake and the cost that you will pay for those services.

"Documentation" means user manuals and other documentation relating to the Services, which are available to Customer by VOIPPros accessible via the Internet or in the form of printed media.

"Order" or "Order Form" or "Quote" means the VOIPPros-approved form or online subscription process by which you agree to subscribe to the Service and/or purchase Professional Services or Custom Services. Most Orders are completed through our online quoting process. The Order may be referred to as a "Statement of Work" if you are purchasing Custom Services.

"Professional Services" means professional SaaS consulting services, as described in the Service Description, that are related to the Service and that are provided by VOIPPros to you for an additional fee.

"Service" means the products and services that are being provided to you as described in any Quote or Order Form and made available online by us, including, but not limited to, VOIPPros, Corenxa collaboration services, Analytics, Customer Relations Management system and any associated software, hardware or web-based platform, as described in the Documentation. "Service" excludes Content and Third-Party Applications. "Service" shall also include any additional services provided to you as described in any addendum or amendment and some Consulting Services, if applicable.

"Service Description" means the description of the Professional Services, as set forth on VOIPPros's website.

"Software" means any proprietary software owned by, licensed by, or which VOIPPros has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Service.

"Standard Onboarding" means the setup and/or implementation designed for, and included with, the Services you have purchased at no additional cost and described in the Standard Onboarding Form. Standard Onboarding excludes Custom Services and Professional Services.

"Standard Onboarding Form" means the Order Form that describes the standard setup and/or implementations included with the Services you have purchased.

REVISIONS TO TERMS AND PRICING. From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing (except with regard to the Service during the term of a Minimum Commitment Contract) for the Service and/or Consulting Services. Notice of revisions to the Agreement or pricing shall be posted on the VOIPPros Website ("the Website") and deemed given and effective on the date posted to the Website. If you do not agree to the revision(s), you must terminate your Service and any Consulting Services immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the

Service and/or Consulting Services after revision(s) are in effect, you hereby accept and agree to all such revisions.

ELIGIBILITY.

In order to use the Service, you must:

Be at least eighteen (18) years old and able to enter into contracts;

Complete the registration process;

Agree to the Terms; and

Provide true, complete, and up to date contact information.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you will not use the Service in a way that violates any laws or regulations. VOIPPros may refuse service, close accounts of any users, and change eligibility requirements at any time.

USE OF SERVICE.

Business Plans. Service is provided to you as a business user, for your business and home office use. This means that you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Service to any other person for any purpose or make any charge for the use of the Service, without express written permission from VOIPPros in advance. VOIPPros reserves the right to immediately terminate or modify the Service if VOIPPros determines, in its sole discretion, that you are using the Service for non-business or non-commercial use.

Restrictions. You shall not: (a) copy or adapt the Software or the Service for any purpose, except as specifically permitted under this Agreement; (b) use the Software or Service except in accordance with all applicable laws and regulations, and except as set forth in the Documentation; (c) reverse engineer, translate, decompile, or disassemble the Software or Service; (d) use the Software or Service in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third-party other than the Customer; or (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Software or Service.

User Responsibility. You agree that you are responsible for all use(s) related to your account. You understand this means that you accept full liability and responsibility for your actions or the actions of anyone who uses the Service via your account with or without your permission. You acknowledge that VOIPPros will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords.

Use of Service by Customers Outside the United States. VOIPPros does not presently offer or support the Service to customers located in countries other than the United States. You agree to indemnify us for any claims, damages or expenses resulting from your use of the Service outside of the United States. VOIPPros reserves the right to disconnect Service or discontinue providing Consulting Services immediately if VOIPPros determines, in its sole and absolute discretion, that you have used the Service

in violation of applicable laws, including without limitation the laws of the United States and/or jurisdictions outside the United States. You are solely liable for any and all use of the Service by any person making use of the Service provided to you.

Account Ownership. The owner of the account under which the Service is ordered shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Service with VOIPPros. If no legal entity is provided upon sign-up, the account owner shall be the owner of the credit card used to open such account, if applicable. Subsequent changes to ownership must be supported by appropriate legal documentation. VOIPPros shall not adjudicate ownership-related disputes, or any other internal business dispute. If VOIPPros is unable to determine the valid owner of the account, VOIPPros reserves the right to suspend or terminate the account and Services.

LENGTH OF SERVICE.

Service Term. We provide the Service for the term that you have signed up for. Your term begins on the date you first ordered service (the "Subscription Date"), or the date we successfully process your payment, whichever is later. It is not the first time you use the Service. You are purchasing the Service for the full service term as set forth in the Order, as well as for any renewal terms as set forth in Section 6.2.

Automatic Renewal. The Service will automatically renew for subsequent terms of the same length as the initial term, excluding any promotional months, unless you cancel your Service by providing VOIPPros with notice as provided in Section 6.4 of this Agreement at least thirty (30) days before the end of the then-current service term. Each renewal term begins on the day after the last day of the previous term. Any and all fees assessed to your account during the initial term and any renewal terms will be charged to your payment method on file, which may include any payment method automatically updated by your issuing bank. If you are paying by credit card and your credit card is declined, invalid, or payment is not timely made by the issuer of your credit card, without further notice VOIPPros reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

Our right to suspend. You understand and agree that VOIPPros has the right to suspend or terminate any part of the Service generally at any time if:

We determine or reasonably believe that you are violating, or violated, any applicable law;

We determine or reasonably believe that you materially breached this Agreement;

We determine or reasonably believe that you materially breached any other agreement between you and VOIPPros;

We determine or reasonably believe that you used fraudulent means to pay for the Service, including use of a fraudulent credit card;

We determine or reasonably believe that you abused or harassed (verbally or otherwise) any VOIPPros employee, contractor, agent or representative;

We are ordered by law enforcement or other government agencies to suspend, terminate or disconnect your Services;

You bring any legal action or proceeding against VOIPPros, or participate in any class action lawsuit against VOIPPros;

A petition in bankruptcy is filed by or against you and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over you or your material assets;

We determine that such action is necessary to protect maintain, or improve the Service, to prevent fraud or misrepresentation, to protect VOIPPros, its customers or other third-party VOIPPros affiliates, or for any other good cause;

You violated the VOIPPros VOIP Terms and Conditions; or

It is otherwise contemplated by this Agreement.

All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.

Termination of Service. In order to terminate the Service, contact our Customer Service Department, via email at customerservice@VOIP-Pros.com or by calling 1-888-608-30660 prior to expiration of the current service term. Please refer to the VOIPPros Cancellation Policy posted on our Web site at www.VOIPPros.com.

FEES AND CHARGES.

We will publish fees and charges on our Web site. These fees and charges may change from time to time (except pricing will not change during the term of a Minimum Commitment Contract). New pricing will be effective the next day following posting to the Web site and may be applied to renewals of existing services. We may introduce new products and services at special introductory pricing. Introductory pricing will not be applied retroactively to existing services and may be applied for only limited periods of time. At our discretion, we may change introductory pricing.

Billing increments. All billing policies are defined by the specific package the customer chooses. Please refer to the Web site for exact billing policies.

Taxes. Customer is responsible for, and shall pay, any and all applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription, use or payment for the Service, or the Consulting Services. Such amounts are in addition to payment for the Service and/or Consulting Services and will be billed to you. If Customer is exempt from payment of such taxes, you will provide VOIPPros with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date VOIPPros receives such certificate.

Activation Fee. One-time activation fees and any other installation fees that may apply are specified on the VOIPPros Web site and vary by product and plan chosen.

Reinstatement Fee. Reinstating any Service deactivated for non-payment of fees shall result in a reinstatement fee up to \$25.

Returned Check Fee. VOIPPros may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.

BILLING AND PAYMENT.

Billing. We will charge you in advance for each term of service for the Service and any Professional Services or Custom Services that you order. If you have selected a free trial offering, we will commence charging you for the Service at the expiration of the free trial period, unless we are notified of the contrary. When you subscribe to the Service or order Custom Services, you must give us a valid email address and a payment method (credit card) that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. Fees may also include activation fees, porting fees, early termination fees ("ETF"), reinstatement fees, and returned check fees. We reserve the right to charge all fees to your payment method. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by law. VOIPPros's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way VOIPPros's rights to collect any amount due. VOIPPros may terminate the Services and this Agreement and may discontinue providing Consulting Services for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

Payment. You authorize us to collect any and all fees related to the Service and any Professional Services or Custom Services that you order from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method. Fees for Professional Services or Custom Services must be paid in full prior to your receipt of said services.

Collection. If we disconnect the Service or discontinue the Consulting Services, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.

Notices. You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from

time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

Billing Disputes. You must notify VOIPPros in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any VOIPPros charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: customerservice@VOIP-Pros.com. VOIPPros will charge a late fee as described in Section 8.1 for a disputed amount if (1) it was not paid by the due date and (2) VOIPPros determines that you disputed the charge in bad faith.

Incidental Expenses. You agree to reimburse VOIPPros for reasonable travel, administrative, and out-of-pocket expenses incurred in connection with the Consulting Services, including without limitation reasonable travel, lodging, meals and telephone expenses (the "Incidental Expenses"). You agree that VOIPPros may charge your payment method for the Incidental Expenses. VOIPPros reserves the right to separately invoice you for these expenses, which invoice (if not charged to your payment method) will be due upon receipt.

PRICING AND PAYMENT.

Prices and Fees. VOIPPros fees and charges for the Service, Custom Services and Professional Services are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay all applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to, account setup fees, shipping and handling and other nonrecurring charges will be charged to your credit card. Recurring charges will be billed and automatically charged to your credit card on the first day of every billing cycle. Your billing cycle will begin on the anniversary date of your subscription date as defined in section 6.1.

YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT. If you are paying with a credit card, you agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service and will not receive Consulting Services until your account is paid in full.

Credit Terms. All Services provided to you and covered by the Agreement shall at all times be subject to credit approval or review by VOIPPros. You will provide such credit information or assurance as is requested by VOIPPros at any time. VOIPPros, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

Discontinuation of Service for Nonpayment. The Service and any Consulting Services provided to you may be denied or discontinued without notice at any time in the event you fail to make a payment, your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide

us with a new credit card expiration date before the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide VOIPPros your payment method including credit card information, if applicable. If the payment method issue is not resolved within 48 hours, VOIPPros will deactivate the Service and will cease providing Consulting Services. If your new payment method is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per minute calling plan at any time. You agree to pay all charges owed to VOIPPros, including but not limited to the reinstatement fee for reactivated services. In the event VOIPPros utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.

Promotions. VOIPPros may limit the number of promotions you may be eligible for in a given period. Promotions may be cancelled by VOIPPros at any time.

Cancellation Policy. VOIPPros cancellation policies are outlined in the Cancellation Policy posted at our Web site at www.VOIPPros.com and are incorporated into this policy with this reference. All cancellation requests must be submitted in the form of an email ticket to customerservice@VOIP-Pros.com or by calling our Customer Service Department at 1-888-608-3060 and must be made at least thirty (30) days prior to the expiration of the then-current Service term. See the cancellation policy for details. Changes to the Cancellation Policy may be made at any time without notice to you and are effective the day following the posting of the updated Cancellation Policy to our Web site.

CONSULTING SERVICES.

Consulting Services. Custom Services and Professional Services ("Purchased Consulting Services") may be purchased by placing an Order with us. All Purchased Consulting services will be subject to the terms of this Agreement.

If you purchase Professional Services, VOIPPros agrees to deliver to you the services described in the Service Description, subject to your payment of all applicable fees. VOIPPros reserves the right to change or modify the Service Description, including its pricing at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers.

If you purchase Custom Services, VOIPPros agrees to deliver to you the services described in the separate Statement of Work between you and VOIPPros, subject to your payment of all applicable fees.

Fees for these Purchased Consulting Services are in addition to any fee charged for the Service. If your Purchased Consulting Services are recurring, they will be considered part of your subscription and will renew with your Service, as set forth in Section 6.2 of this Agreement.

In the event that any fee for Purchased Consulting Services is payable by you in monthly installments over the term of a Minimum Commitment Contract, your obligation to pay that fee is absolute and not subject to set off. In the event that your Services are terminated prior to the end of the initial term or minimum commitment period, you shall be obligated to immediately pay the balance due for the remaining installments of the fee. Any additional professional service fees, above and beyond the initial

fee, will be due when invoiced unless otherwise agreed in writing by VOIPPros. Professional service fees shall not be subject to any promotions, including discounted or complimentary months of service.

If there are a specific number of hours included with the Purchased Consulting Services, those hours will expire as indicated in the applicable Service Description or Statement of Work, which expiration period will commence upon purchase (the "Expiration Period"). You agree that, if additional service hours above and beyond the hours included with the Purchased Consulting Services are performed, you will pay to VOIPPros, immediately upon invoice, the prevailing hourly overage rate (as set forth in the applicable Service Description or Statement of Work), for each hour, or fraction of an hour, of service provided to you by VOIPPros in excess of the included, unexpired hours. You agree that VOIPPros may charge your payment method for any excess hours.

If there are deliverables that VOIPPros agrees to perform for a fixed fee included in the Purchased Consulting Services, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period"). If the Purchased Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Purchased Consulting Services will be deemed to be complete at the end of the Delivery Period, unless otherwise agreed in writing by VOIPPros. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Purchased Consulting Services.

We might provide some or all elements of the Consulting Services through third-party service providers. Consulting Services are non-cancellable and all fees for Purchased Consulting Services are non-refundable.

Delivery. Unless otherwise agreed in writing by VOIPPros, all Consulting Services, including any Purchased Consulting Services, will be delivered to you remotely and will include telephonic and remote access consulting services and coordination for the Service. VOIPPros shall determine, in its sole discretion, the manner and means by which the Consulting Services shall be performed. VOIPPros shall determine: (a) the appropriate location, place, and time of such performance; (b) the equipment and tools that shall be used in connection with such performance; and (c) the personnel and staffing (including without limitation employees or third-party subcontractors) that shall be used for such performance.

Third-Party Products and Services. The Consulting Services do not include warranty, repair, technical or troubleshooting service or any other service for third-party products, software or services. Where applicable, VOIPPros may act as a facilitator between you and a third-party vendor to obtain third-party support service or support that you may be entitled to receive pursuant to your agreements with those vendors. You are solely responsible for any costs associated with third-party services that you obtain, and you agree to indemnify and hold VOIPPros harmless for any claims related to those third-party products, software or services.

Supported Software. VOIPPros may, in its sole discretion, require you to maintain software at VOIPPros-specified minimum release level or configurations. You further understand and agree that you

must install software patches, updates or subsequent releases as directed by VOIPPros to keep your systems eligible for the Consulting Services.

Exclusions. The Consulting Services do not cover or include: (1) VoIP services, except where specified in the Service Description, Statement of Work or in writing by VOIPPros; (2) equipment and accessories, including equipment obtained from or through VOIPPros; (3) vFAX services; or (4) any services not explicitly listed in the Service Description, Statement of Work, or Standard Onboarding Form. Further, VOIPPros shall in no event be required to do any of the following: (a) anything that could, in VOIPPros's reasonable discretion, endanger its personnel, agents, or others; (b) perform the Consulting Services outside the United States or in any language other than English; (c) configure end-point IP devices that VOIPPros has not expressly certified as compatible with the Service; (d) move any furniture, equipment, or other material heavier than forty (40) pounds; (e) transport Customer equipment or other materials (including telephones) to, from, or between areas or sites; (f) perform the Consulting Services outside of regular business hours (Monday through Friday 8 am to 5 pm local time, excluding holidays), unless otherwise agreed to in writing by VOIPPros; (g) make changes to Customer's network; or (h) implement anything other than the Consulting Services agreed to by VOIPPros. Customer acknowledged and agrees that in the event that VOIPPros elects, in its sole discretion, to implement and/or provision uncertified devices, such provisioning may be unsuccessful, cause delays, and/or require changes to the implementation timeline.

Customer Responsibilities.

You agree to follow the instructions VOIPPros provides and where applicable, before you ask VOIPPros to provide the Consulting Services you agree to follow the problem determination, problem analysis, and service request procedures that VOIPPros provides.

You agree to cooperate with VOIPPros to see to it that the Consulting Services are successfully completed.

You agree to allow VOIPPros reasonable access to your computers, servers, or other data that VOIPPros deems, in its sole discretion, necessary to perform the Service, and you represent and warrant to VOIPPros that you have obtained permission for both you and for VOIPPros to access and use such computers, servers and data. If you have not already obtained such permission, you agree that you will obtain it, at your expense, before you ask VOIPPros to perform the Consulting Services.

You agree to make available, in a timely manner, all technical data, facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by VOIPPros and to provide services and access to equipment and all supporting infrastructure, including network connectivity and power supply requirements that VOIPPros may reasonably require for the performance of the Consulting Services.

In order to receive the Consulting Services, you must fulfill all customer responsibilities detailed in this Agreement, the Service Description, and the Statement of Work. Please read and understand all of your obligations. If you fail to fulfill each of the customer responsibilities, VOIPPros will not be obligated to perform the Consulting Services, or there may be an additional charge for the Consulting Services.

You understand and agree that VOIPPros is not responsible for any lost or corrupted software or data. VOIPPros strongly recommends that you maintain a complete data backup and disaster recovery plan.

Cooperation. You will cooperate reasonably and in good faith with VOIPPros in VOIPPros's performance of the Consulting Services by, without limitation:

Allocating sufficient resources and timely performing any tasks reasonably necessary to enable VOIPPros to perform the Consulting Service;

Timely delivering any materials and other obligations required under this Agreement;

Timely responding to VOIPPros's inquiries related to the Consulting Services;

Assigning an internal project manager or equivalent to serve as a primary point of contact for VOIPPros. This person shall have the technical background sufficient to effectively perform requirements for data gathering and design and to reasonably assist with VOIPPros's performance of the Consulting Services, including, but not limited to, the generation of the scope of the Consulting Services and the implementation timeline;

Actively participating in scheduled project meetings;

Providing, in a timely manner and at no charge to VOIPPros, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to Customer's appropriate and knowledgeable employees and agents, and continuous administrative access to Customer's Online Service account, and coordination of onsite, online and telephonic meetings all as reasonably required by VOIPPros; and

Complete, accurate and timely information, data and feedback all as reasonably required.

If Customer requires the VOIPPros staff providing the Consulting Services to undergo specified training or education prior to or during the course of the provision of the Consulting Services, Customer shall pay any and all costs associated with said training and/or education, including, but not limited to, any program fees, materials, and travel expenses.

Your Responsibilities for Consulting Services Provided Onsite. All Consulting Services shall be performed remotely, unless agreed in writing by VOIPPros. If the Consulting Services will be performed onsite at a location designated by you, such onsite visits must include budgeted travel and expenses, unless otherwise approved in advance by VOIPPros. The following responsibilities apply to Customers who are receiving Services onsite:

Safe Work Environment. Customer shall maintain and ensure a safe working condition on all sites visited by VOIPPros personnel in connection with this Agreement and shall promptly inform VOIPPros of any hazardous conditions at any such site prior to any visit by VOIPPros personnel. Customer is not required to perform any equipment, resources, or system or network configuration change that VOIPPros recommends however, Customer acknowledged and agrees that failure to do so could prevent or impede VOIPPros's performance of the Consulting Services or result in performance issues.

Customer Site Information. At least fifteen (15) days prior to a site visit or as otherwise agreed in the Statement of Work, Customer's project manager shall provide to VOIPPros's project manager the following information for the site to be visited: (a) In Microsoft Excel format, the first and last name,

extension number, and email address of each User for which the services described in the Statement of Work are to be implemented at the site and any other information required to configure the services; (b) written or illustrated diagrams of dial plans and data and call flows; (c) information related to configurations, equipment, and deployment requirements for the site, as requested by VOIPPros; and (d) the name and contact information for both a primary and backup contact for the site.

Customer Network. Customer acknowledges and agrees that the Consulting Services require a high-performance network and broadband Internet connection for optimum performance, and that anything less may result in undesirable performance of the Service and/or Consulting Services. Customer shall, prior to each site visit, perform network readiness testing at the site and shall ensure that the network and broadband Internet services and connection for that site are configured and ready for transporting toll-quality voice.

Customer Site Responsibilities. Customer shall be responsible for providing VOIPPros with access to Customer's system administrators and other personnel relevant to the implementation of the Consulting Services during each site visit.

ACCEPTABLE USES OF THE SERVICE.

Legal Compliance. You represent and warrant that you will comply with all laws and regulations applicable to your use of the Service.

Your Responsibilities. You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Service:

You may not purchase, use, or access the Service for the purpose of building a competitive product or service or for any other competitive purposes.

You may not misuse the Services by interfering with their normal operation or attempting to access them using a method other than through the interfaces and instructions that we provide.

You may not circumvent or attempt to circumvent any limitations that VOIPPros imposes on your account.

Unless authorized by VOIPPros in writing, you may not probe, scan, or test the vulnerability of any VOIPPros system or network.

Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.

You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

You may not engage in abusive or excessive usage of the Service, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Service for other users.

You may not use the Service to infringe the intellectual property rights of others, or to commit an unlawful activity.

Unless authorized by VOIPPros in writing, you may not resell or lease the Service.

If your use of the Service requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless VOIPPros has agreed with you otherwise. You may not use the Service in a way that would subject VOIPPros to those industry-specific regulations without obtaining VOIPPros's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations).

You may not register accounts by "bots" or other automated methods.

Your Content and use of the Services may not violate our VOIPPros Platform Privacy Policy or Rules listed below.

RULES AND ABUSE.

General Rules. You promise to follow these rules:

VOIPPros has a zero-tolerance spam policy. This means that all email recipients must have opted in to, or otherwise validly consented to, receiving communications from you, the sender. Subscriber accounts may be terminated for sending unsolicited email messages. By "spam," we mean the definition on the Spamhaus website.

You will not use purchased, rented, or third-party lists of email addresses.

VOIPPros does not allow accounts with the primary purpose of promoting or inciting harm towards others or the promotion of discriminatory, hateful, or harassing content. To this end, we may suspend or terminate your account if you send an email campaign, submit an advertisement or otherwise distribute any content that we determine, in our sole discretion, contains either of the following:

A Threat of Physical Harm. This means any statement, photograph, advertisement, or other content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.

Hateful Content. This means any statement, image, photograph, advertisement, or other content that in our sole judgment could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based

solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

An organization which has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content or A Threat of Physical Harm.

A person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as Hateful Content or A Threat of Physical Harm.

A person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content or A Threat of Physical Harm.

If you violate any of these rules, then we may suspend or terminate your account.

PCI COMPLIANCE.

PCI Standards. If You use the Service to accept payment card transactions, you must comply with the Payment Card Industry Data Security Standards (PCI-DSS) to the extent they are applicable to your business (the "PCI Standards"). VOIPPros provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant and the specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Service.

Cardholder Data. VOIPPros is responsible for the security of Cardholder Data that is collected, transmitted, stored, or processed by us on your behalf. "Cardholder Data" is defined as a cardholder's primary account number, and where a full unmasked card number is present, any of the cardholder name, expiration date, and/or service code. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PROHIBITED FROM COLLECTING OR ENTERING CARDHOLDER DATA INTO ANY FORM OR DATA ENTRY FIELDS IN THE SERVICE, EXCEPT INTO THOSE FIELDS INTENDED SOLELY FOR THAT PURPOSE (i.e., where VOIPPros explicitly enables such data to be entered into such fields). Appropriate fields are clearly marked with labels such as 'Card number' or by having a credit card icon precede them. Similarly, excluding payment forms, you must never collect or enter any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2) into any fields in the Services. You assume all responsibility for any Cardholder Data entered into the Services in violation of these terms.

ACCESSING THIRD-PARTY APPLICATIONS INTEGRATED WITH THE SERVICE. Many third-party applications (hereinafter "Third-Party Application(s)") are integrated with the Service. In the future, VOIPPros may also be integrating more Third-Party Applications with the Service. Access and use of Third-Party Applications may require acceptance of terms of service and privacy policy applicable to such Third-Party Applications (hereinafter "Third-Party Terms"). You are responsible for reading and understanding the Third-Party Terms before accessing or using any Third-Party Application.

ACCOUNT MANAGEMENT.

Account and Password. You are responsible for keeping your account name and password confidential. You are also responsible for any account that you have access to, whether or not you authorized the use. You will immediately notify us of any unauthorized use of your accounts. We are not responsible for any losses due to stolen or hacked passwords. We do not have access to your current password, and for security reasons, we may only reset your password.

Account Information Accuracy. VOIPPros occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

Backup Content. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, VOIPPros will not be liable for any failure to store, or for loss or corruption of, your Content.

Authorizations. Customer shall provide VOIPPros, at no cost to VOIPPros, all permissions, consents or authorizations necessary to activate, maintain, inspect, and repair the products and/or Services, including (if applicable) the right to access and enter Customer's Account.

ACCOUNT DISPUTES. We do not know the inner workings of your organization or the nature of your personal relationships, and we do not arbitrate disputes over who owns an account. You will not request access to or information about an account that is not yours, and you will resolve any account-related disputes directly with the other party. We decide who owns an account based on the content of the emails in that account, and if multiple people or entities are identified in the content, then we will rely on the contact information listed for that account. You agree that we are not liable for any damages arising out of or otherwise related to any account-related dispute.

WARRANTIES.

VOIPPROS MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. VOIPPROS DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. VOIPPROS DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST VOIPPROS TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

VOIPPros warrants that the Consulting Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Customer's exclusive remedy and VOIPPros's entire liability will be the re-performance of the applicable Consulting Services. If VOIPPros is unable to re-perform the Consulting Services as warranted, Customer will be entitled to recover the fees paid to VOIPPros for the deficient Consulting Services. Customer

must make any claim under the foregoing warranty to VOIPPros in writing within ninety (90) days of performance of such Consulting Services in order to receive warranty remedies. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO THE PURCHASED CONSULTING SERVICES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES RELATED TO THE CONSULTING SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIABILITY.

LIMITATION OF LIABILITY. IN NO EVENT SHALL VOIPPROS BE LIABLE TO YOU, YOUR REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE OR THE CONSULTING SERVICES, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, AND/OR THIS AGREEMENT. NOR SHALL VOIPPROS BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE OF THE CONSULTING SERVICES, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO VOIPPROS OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND VOIPPROS'S CONTROL. VOIPPROS SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VOIPPROS'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF VOIPPROS'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. VOIPPROS'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT VOIPPROS WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE VOIPPROS FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST VOIPPROS TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

INDEMNIFICATION AND WAIVER OF CLAIMS.

INDEMNIFICATION. YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS

VOIPPROS AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS VOIPPROS FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE AND/OR THE CONSULTING SERVICES, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. FURTHER, EXCEPT TO THE EXTENT OF VOIPPROS'S PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS VOIPPROS AND VOIPPROS PERSONNEL FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES, ARISING FROM OR RELATING TO ANY PERSONAL INJURY OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION ANY EQUIPMENT, DEVICE, NETWORK, SYSTEM OR STRUCTURE) OCCURRING DURING ANY VISIT BY VOIPPROS OR ANY REPRESENTATIVE, PERSONNEL, OR AGENT OR THEREOF TO ANY SITE; OR RESULTING OR ARISING FROM ANY CLAIM, ACTION, ALLEGATION, DEMAND, OR PROCEEDING BY OR ON BEHALF OF ANY WORKFORCE MEMBER, CONTRACTOR, AGENT, REPRESENTATIVE, OR INVITEE OR CUSTOMER.

SECTION 18.2.1 SHALL SURVIVE THE AGREEMENT.

Attorney Fees and Costs. If we file an action against you claiming you breached these Terms and we prevail, you agree that we shall be entitled to recover all attorney fees, taxable and non-taxable costs (including, but not limited to expert witness fees and arbitration costs), as well as any damages or other relief we may be awarded.

Equitable Relief. If you violate these Terms then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

Subpoena Fees. If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

MISCELLANEOUS LEGAL CONSIDERATIONS.

Governing Law. This Agreement and the relationship between you and VOIPPros shall be governed by the laws of California without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of California and venue for any such claim shall be proper in the appropriate state or federal court located in San Joaquin County, California.

No Waiver of Rights. Our failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. VOIPPros reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly. All determinations by VOIPPros under this Agreement and exercise of its rights are made and done in our sole and absolute discretion.

No Third-Party Beneficiaries. If you are not a party to this Agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This Agreement does not create any other third-party beneficiary rights.

Entire Agreement. This Agreement, the Order, the applicable service description, or any reference herein to the content of VOIPPros's websites constitute the entire agreement between you and VOIPPros and govern your use of the Service, superseding any prior agreements between you and VOIPPros and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No changes to this Agreement shall be binding upon either you or VOIPPros unless they are agreed to in writing by both parties.

Severability. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this agreement.

DISPUTE RESOLUTION AND BINDING ARBITRATION.

It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.

Arbitration. VOIPPros and you agree to arbitrate any and all disputes and claims between you and VOIPPros except as set forth in Section 20.9 of this Agreement. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and VOIPPros, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. References to "VOIPPros," "us" and "you" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this agreement or any prior agreements between you and VOIPPros.

Informal Resolution of Disputes. Our Customer Care Department can resolve most customer concerns quickly and to the customer's satisfaction. If you have a dispute or claim against us, you agree to first contact the VOIPPros Customer Service Department at (888) 608-3060 and provide in detail, including documents or analysis supporting your position, the basis of your claim. Customer care shall be provided with 14 days in which to research and respond to your claim. In the event your dispute or claim is not resolved to your satisfaction, you may seek to have that dispute or claim resolved as set forth below.

Formal Notice of Disputes. If you intend to seek arbitration you must first send VOIPPros a written "Notice of Dispute" setting forth in detail, including submission of supporting documentation, the grounds of your dispute. The Notice of Dispute must be sent to VOIPPros, attention "General Counsel," by certified mail addressed to 1030 S Hutchins St., #4/110 Lodi CA 9520.

The Notice of Dispute must describe the nature and basis of the dispute or claim and set forth the specific relief sought. If you and VOIPPros do not reach an agreement to resolve the dispute or claim within thirty (30) days after the Notice of Dispute is received, you or VOIPPros may commence an arbitration proceeding. The amount of any settlement offer made by you or VOIPPros shall be

non-discoverable and shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or VOIPPros is entitled.

Arbitrator and Arbitral Rules. Binding Arbitration provided by San Joaquin County Superior Court – information available using the following link: <https://www.sjcourts.org/self-help/mediation-and-arbitration/>

Waiver of Jury Trial. You and VOIPPros agree that, by entering into this agreement, you and VOIPPros are waiving the right to a trial by jury.

Waiver of Class Actions. You and VOIPPros agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and VOIPPros agree that you and VOIPPros may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and VOIPPros agree that, unless you and VOIPPros agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void.

Statute of Limitations. You must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 10 and 11 of the agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.

Exceptions to Arbitration Agreement. Notwithstanding the obligation to arbitrate and any other provisions to the contrary herein, you and we agree that: (a) with respect to claims for unpaid invoices we may bring a claim for amounts due and owing to VOIPPros in a court of competent jurisdiction in San Joaquin County, California; (b) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (c) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (d) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (e) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or VOIPPros, pending the completion of arbitration.

Modification of Arbitration. If VOIPPros makes any substantive change to this arbitration provision, you may reject any such change by sending VOIPPros written notice within 30 days of the changes to the address provided in Section 20.4. By rejecting any change, you agree to adhere to the language in this provision. If you fail to timely reject a change to these arbitration provisions, you agree to be bound by any change that VOIPPros may, in its discretion, make to these provisions.

Venue/Jurisdiction. All claims for Arbitration shall be submitted to and heard by an arbitrator located in San Joaquin County, California. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in San Joaquin County, California.

Arbitration Costs. You agree that all administrative fees and arbitrator costs (the "Arbitration Costs") shall initially be borne in accordance with the AAA Rules. If the division of the Arbitration Costs is not set

forth in the AAA Rules then in effect, you agree that the Arbitration Costs, including any required deposits, will initially be paid equally by you and VOIPPros. You further agree that the arbitrator shall award the prevailing party in any arbitration proceeding the recovery of its share of the Arbitration Costs against the non-prevailing party. You and VOIPPros agree that the failure or refusal of a party to pay its required share of any deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present any evidence or cross-examine witnesses, and a waiver of that party's claims, if any.

PRIVACY. VOIPPros Service utilizes, in whole or in part, the public Internet and third-party networks. You acknowledge and understand that VOIPPros cannot guarantee that the Service is completely secure. You agree that VOIPPros may access all features of your account and the Service to determine whether the Service is being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT VOIPPROS SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. VOIPPros is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with VOIPPros. VOIPPros will not sell, rent, or lease your personally identifiable information to others. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, VOIPPros may disclose personally identifiable information. Please refer to our Privacy Policy for additional information.

CONTENT.

Privacy of Content. In the course of using the Services, you may submit content to VOIPPros or directly through the Service (including your personal data and the personal data of others) or third parties may submit content to you through the Services (all of the above will be referred to as your "Content"). You in turn agree that VOIPPros may use and share your Content in accordance with the VOIPPros privacy policies and applicable data protection laws.

Confidentiality. Confidentiality. VOIPPros will treat your Content as confidential information and only use and disclose it in accordance with this Agreement (including the VOIPPros Platform Privacy Policy). However, Your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of this Agreement by VOIPPros); (b) was lawfully known to VOIPPros before receiving it from You; (c) is received by VOIPPros from a third party without knowledge of breach of any obligation owed to You; or (d) was independently developed by VOIPPros without reference to your Content. VOIPPros may disclose your Content when required by law or legal process, but only after VOIPPros, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

Security. VOIPPros will store and process your Content in a manner consistent with industry security standards.

You Retain Ownership of Your Content. You retain ownership of all of your intellectual property rights in your Content. VOIPPros does not claim ownership over any of your Content. This Agreement does not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Service, and as otherwise described in this Agreement.

Limited License to Your Content. You grant VOIPPros a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Service or Consulting Services to you and as otherwise permitted by the VOIPPros privacy policies. This license for such limited purposes continues even after you stop using our Service, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of VOIPPros's business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Service and/or Consulting Services to you. If you provide VOIPPros with feedback about the Service, we may use your feedback without any obligation to you.

Customer Lists. VOIPPros may identify you (by name and logo) as a VOIPPros customer on our website and on other promotional materials. You hereby grant VOIPPros an irrevocable, non-exclusive, royalty free license to utilize your name, trademark(s), trade name(s) and other intellectual property for this limited purpose and as otherwise agreed by you in writing.

Liability Related to Content. You are liable for all liability that may arise from the Content you transmit to any person, whether or not you authorize it, using the Service. You promise that you and anyone who uses the Service and all your and their Content comply at all times with all laws, regulations, and written and electronic instructions for using the Service.

COMPLIANCE WITH LAWS. You represent and warrant that your use of the Service will comply with all applicable laws and regulations. You are responsible for determining whether our Services are suitable for you to use in light of any regulations like HIPAA, GLB, EU Data Privacy Laws, or other laws. If you are subject to regulations (like HIPAA) and you use the Service, then we will not be liable if the Service does not meet those requirements. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce.

EXPORT COMPLIANCE. You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that Customer shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Service, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.

ASSIGNMENT. VOIPPros may assign all or part of its rights or duties under the Agreement without notifying you. If we do that, we have no further obligation to you. You may not assign the Agreement or the Service and/or Consulting Services without our prior written agreement.

SURVIVAL. The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.

CALEA. VOIPPros intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the Service, you hereby agree and consent to VOIPPros's right to monitor and

otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.

FORCE MAJEURE (EVENTS BEYOND VOIPPROS'S CONTROL). VOIPPros shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of VOIPPros's best efforts.

INTELLECTUAL PROPERTY. Neither this Agreement nor your use of the Service grants you ownership in the Service or the content you access through the Service (other than your Content).

SOFTWARE COPYRIGHT Any software used by VOIPPros to provide the Service and/or Consulting Services and any software provided to you in conjunction with providing the Service and/or Consulting Services is protected by copyright law and international treaty provisions. You may not copy the software or any portion of it. Furthermore, you may not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Service.

COPYRIGHT AND TRADEMARK; COPYRIGHT INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE. Our Web site content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.

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