

HARBORCLOUD TERMS OF SERVICE

1. TERMS OF SERVICE

1.1. OVERVIEW

These TERMS OF SERVICE (which together with all Addendums, Exhibits, SOW's, hereto and all other documents incorporated by reference herein, are referred to throughout as the "Terms") form part of a legally binding agreement between Harbor Networks LLC ("Service Provider") and the Customer. These Terms, along with any referenced Agreement(s) constitute your "Customer Agreement" and generally, govern your use of Services and Equipment from Service Provider.

Please read these terms carefully because they affect the legal rights between Customer and Service Provider by limiting Service Provider's liability to you, requiring arbitration of certain disputes, and requiring payment of early termination charges or disconnect fees. These terms also include information regarding your access and use of emergency services, including limitations relative to traditional wireline emergency services.

When Customer accepts these Terms in conjunction with ordering Services (for example, by signing our Master Service Agreement ("MSA") which references these Terms, or clicking a box adjacent to an acknowledgement), or when you access the Services after you are notified that these Terms apply to the Services, you agree to be bound by these Terms. These Terms shall amend and restate, supersede, and replace in their entirety any earlier versions of the Service Provider "Terms of Service".

1.2. ADDITIONS

Customer may order additional Services or Equipment from Service Provider via additional Service Order(s), which will be subject to these Terms. If Customer enters into, or has an existing Master Services Agreement with Service Provider, any additional and/or modified terms set forth in the Master Services Agreement and/or applicable schedules will apply. All subsequent Service Orders shall be subject to their own term. Upon their effectiveness, such Service Orders shall be deemed to amend and become part of the Master Services Agreement.

2. SERVICES

2.1. HARBORCLOUD MANAGED SERVICES

2.1.1. HarborCloud Managed Services are the suite of Managed Services provisioned, billed, and supported by Service Provider. These currently include Managed Unified Communications (UC), Managed Contact Center, Managed Security, Managed Wireless, Managed CloudPath, Managed SD-WAN, and Managed Network Infrastructure. Service Provider hereby grants Customer the non-exclusive, non-transferable (except as provided herein) right to access and use these Services ordered by Customer from time to time, together with all related components of the Service, during the term of the applicable Service Order, for Customer's own internal business purposes, subject to the Terms of Service of the Customer Agreement. Employees and other personnel to whom the Customer provides access to the Services are referred to as "Users".

2.1.2. User Limits - Customer's use of Managed Services are subject to limitations on the number of Customer Users authorized to use the Services. It is the Customer's responsibility to control access of Users of the service. Unless the Customer Agreement provides otherwise: (a) a specified quantity of Services in a Service Order limits the number of Users and corresponding account logins to the specified quantity; (b) a User's login credentials may be used only by the designated User until his or her account is reassigned; and (c) a User's account login may be reassigned to a new individual only when replacing a previously authorized User who will no longer use the Services. Customer may designate as Users only individuals over whom Customer has sufficient control (contractual or otherwise) to ensure compliance with these Terms, such as employees and consultants.

2.1.3. Customer Requirements - Customer shall be responsible for ensuring that its Internet connection, any local network equipment, hardware and software used with the Services, and all related configurations (collectively, "Environment"), adhere to the minimum standards and technical requirements specified in any provided applicable documentation ("documentation" for the purpose of this Customer Agreement refers to written technical requirements, best practices, manuals, written training literature, or online reference and training materials). Customer agrees to: (a) grant Service Provider access to Customer's personnel, facilities and other resources under Customer's control as Service Provider may reasonably request in order to perform its obligations under the Customer Agreement; (b) allow Service Provider, upon reasonable request and subject to compliance with Customer's security policies, to conduct an initial assessment of Customer's network; and (c) work with Service Provider to make necessary adjustments to Customer's Environment to satisfy minimum technical prerequisites.

2.2. IMPLEMENTATION SERVICES

Service Provider shall perform Implementation Services ordered by Customer following the placement of an order in accordance with the schedule specified in the Statement of Work ("SOW") Addendum or Service Order Form ("SO"). Implementation Services will be led by a Project Manager and shall be provided remotely unless your SOW provides for on-site deployment. The SOW will provide a specific outline of mutual responsibilities.

2.3. SUPPORT SERVICES

Service Provider shall provide Customer Support for both the Services in your subscription and for the equipment listed in your Support Services Addendum. Customer Support is available between the hours of 8am and 5pm EST Monday through Friday on non-holidays. 24 hours x7 day a week support is available for critical and service affecting issues, as defined by the Customer Support Priority Level attached as Addendum 4. Support tickets can be opened via telephone or through our online ticketing portal. Support requests, questions, and tickets are expected to be opened by the Customer's authorized designated Point of Contact(s) (POC) who has been trained on the Managed Service. The pricing for your Managed Service does not include direct end-user support. The Customer POC will be identified within the Service Provider system as the authorized person able to request modifications and make changes to the programming of your Managed Service. Unauthorized users will be directed to open tickets through the POC. Service Provider may charge Customer for its time and expenses, based on Service Provider's then current rates, for investigating and attempting to remedy service issues that are: (a) related to Unsupported Services; or (b) reasonably diagnosed as problems with Customer's Environment rather than the Services.

2.4. PROFESSIONAL SERVICES



Customer may request, and Service Provider may agree to perform, work beyond the scope of the Customer Agreement or SOW. The fees for such additional services ("Professional Services") shall be based on Service Provider's then current rates unless the parties agree otherwise in writing. Professional Services shall be subject to these Terms and such other terms as the parties may agree upon in a new SOW. Customer acknowledges that Professional Services are priced based on availability, scope, and timeline.

2.5. UNSUPPORTED SERVICES

Notwithstanding anything to the contrary herein, neither Service Provider nor any of its designated Affiliates shall be required to provide technical support for, and Service Provider disclaims all service level commitments, representations, and warranties as to the performance of Services which are:

- 2.5.1. used for a purpose or in a manner inconsistent with any documentation provided by Service Provider as required practice
- 2.5.2. used with Unsupported Devices or with supported equipment that does not comply with technical guidelines made available to Customer
- 2.5.3. accessed in an Environment in which the Customer has waived a network assessment or failed to make reasonable adjustments requested by Service Provider

3. TERM AND RENEWAL

3.1. INITIAL TERM

The Customer Agreement shall become effective upon mutual execution and acceptance of the Master Service Agreement "MSA", the Service Order, and applicable Schedules and Exhibits. The Customer Agreement shall remain in effect through the last day of the Initial Term (as defined in the "MSA") and additional Service Orders (subject to automatic renewal unless terminated sooner per Section 4).

3.2. RENEWAL

At the end of the Initial Term and each Renewal Term (as defined below), the Customer Agreement (including all related Service Orders) shall be renewed automatically and continue in effect for an additional term equivalent to the Initial Term (each, a "Renewal Term"), unless (a) either party gives notice of its election to terminate the Customer Agreement or any of the Services thereunder or (b) Customer gives notice of its election to continue the services on a month-to-month basis (i.e. for automatically renewing, successive, one-month terms) at the list price for such Services ("Month-to-Month Service"), with notice in each case given at least 90 days prior to the end of the Term. Service Fee rates are subject to increase after the Initial Term as provided in Section 5. Notwithstanding the foregoing, if the parties have non-coterminous Service Orders, the renewal provisions of this Section 3.2 shall be applied separately to each set of Service Orders.

4. TERMINATION AND SUSPENSION

4.1. TERMINATION

Except as otherwise provided in the Customer Agreement or prohibited by law, a party may terminate the Customer Agreement or any or all Services thereunder by giving notice to the other party as follows:

- 4.1.1. Month-To-Month Service - If Customer is on Month-to-Month Service, either party may terminate the Customer Agreement or any Services thereunder at any time. The termination shall be effective on the last day of the next calendar month after the notice was given, or such later date as may be specified in the notice.
- 4.1.2. Material Breach - Either party may terminate the Customer Agreement and all Services thereunder in the event of a material breach by the other party, provided such breach (if capable of cure) is not cured within 30 days' notice ("the cure period") thereof by the non-breaching party. A breach shall be deemed not curable if it cannot be fixed or a suitable alternative provided within the cure period. For avoidance of doubt, a material breach hereunder shall include: (a) Customer's failure to make timely payment hereunder (subject to Section 5); and (b) Customer's breach of any representation or covenant under Section 10.
- 4.1.3. Bankruptcy, etc. - Either party may terminate immediately the Customer Agreement and all Services thereunder if: (a) the other party dissolves or becomes insolvent or bankrupt; (b) the other party makes any assignment for the benefit of creditors; or (c) any bankruptcy, reorganization, insolvency or similar proceedings is instituted by or against the other party and not dismissed within 30 days.
- 4.1.4. Compliance with Law - Either party may terminate the Customer Agreement if a Party determines, in good faith, such termination is necessary to comply with a court order or other Law applicable to Services being provided. Service Provider shall refund any unused prepaid Service Fees in respect of the terminated Services.
- 4.1.5. For Convenience - Customer may terminate the Customer Agreement or any Services thereunder, for any reason or for no reason, at any time during the Initial Term or a Renewal Term by giving 30 days' written notice, provided Customer shall be liable for any early termination charges detailed below.

4.2. EARLY TERMINATION AND RELATED CHARGES.

- 4.2.1. General - All payment obligations under the Customer Agreement are non-cancellable, and quantities ordered cannot be decreased during the relevant Term, except as expressly provided in this Section 4 or elsewhere in the Customer Agreement.
- 4.2.2. Early Termination Charges - If the Customer Agreement and/or any of the Services ordered thereunder are cancelled or terminated by Customer without cause, or by Service Provider due to Customer's breach, before the end of the Initial Term or then-current Renewal Term (as applicable), Customer shall pay Service Provider immediately upon termination an early termination charge equal to the monthly recurring charges associated with the terminated Service(s) (including service fees and applicable taxes, but excluding any regulatory fees), multiplied by the number of months then remaining in the terminated Term. The early termination charge for any partial month(s) shall be pro-rated. If cancellation is requested for convenience prior to the delivery of the Services Service Provider will review the commitments entered into under the Customer Agreement and work with Customer towards a fair buyout of the Services, but Customer understands the Termination Charges could apply in full. Service Provider, at its discretion, may allow for a reduction of service up to 10% per year, not accrued, due to business changes; this requires approval 45 days in advance of the change. Any reduction outside of this allowance in the number of units of a Service or downgrading of Services (for example, to a Service Plan with a reduced monthly Service Fee base rate), shall be treated as a termination of Service for purposes of this paragraph, and the early termination charge shall be calculated based on the reduction in monthly recurring charges attributable to such reduction or downgrading.



CUSTOMER ACKNOWLEDGES THAT THE SERVICE FEE RATES OFFERED TO CUSTOMER ARE BASED UPON CUSTOMER'S AGREEMENT TO PAY EARLY TERMINATION CHARGES HEREUNDER AND WOULD HAVE BEEN SUBSTANTIALLY HIGHER ABSENT SUCH AGREEMENT.

- 4.2.3. Disconnect Fees and Other Charges. The early termination charges in this Section shall not apply to any Services that are subject to promotional terms that expressly waive, in writing, early termination charges or provide for disconnect fees to be paid in lieu of such charges. If such terms apply, Customer shall pay the disconnect fees in lieu of any early termination charges that would otherwise apply. Notwithstanding anything to the contrary herein, upon early termination of Services, Customer shall also be liable for payment in full of the unpaid balance under an Service Provider Extended Payment Plan or similar financing arrangement as provided in Addendum 2 (Fees and Other Charges).

4.3. SUSPENSION OF SERVICE

Without limiting Service Provider's rights or remedies hereunder, Service Provider may suspend some or all Services if Service Provider determines, in its reasonable judgement, that the Services are being used: (a) in a fraudulent or illegal manner; or (b) in a manner that is likely to, disrupt or compromise the integrity or security of the Service Provider Platform, the network of Service Provider or any Service Provider Partner, or the privacy of any Service Provider customers; or (c) to cause imminent and material damage to Service Provider or any Service Provider Partner, but only for as long as reasonably necessary to mitigate the risk of such harm. Service Provider shall notify Customer in advance of such suspension, if practicable, and otherwise promptly thereafter. Suspension of Services shall not release Customer from its obligations under the Customer Agreement; provided, Customer shall receive credit for the full suspension period if Customer is determined not to have breached the Customer Agreement.

5. BILLING AND PAYMENT

Service Provider shall bill Customer, and Customer shall pay when invoiced, all fees, charges, taxes and other amounts in respect to Services and Equipment in accordance with this Section.

5.1. PAYMENT

Upon purchase of the Service, Customer must provide Service Provider with routing information to utilize ACH as a method of payment, unless other payment arrangements are agreed upon. Customer authorizes Service Provider to charge the bank account provided by Customer for all charges arising from Customer's use of the Services. Customer agrees to notify Service Provider of any change to the ACH information including, but not limited to, changes in account number, expiration date or billing address. Service Provider shall not be responsible for any charges made by Bank to Customer's bank account for exceeding credit limit, insufficient funds or other reasons.

5.2. BILLING

5.2.1. Service Provider will provide a monthly, quarterly, or annual invoice for the Managed Services, as applicable, and bill all charges invoiced to Customer to the ACH account provided (unless other payment arrangements have been agreed upon). Monthly service fees are billed in advance of each month's service; toll charges and any other applicable charges are billed subsequent to the end of each month's service. The first month's service invoice may include prorated charges for any partial month that may occur in accordance with the Service Date (as defined in the MSA). Professional Services, not included in the MRC, will be billed progressively as they are completed each month.

5.2.2. With respect to additional Support Services billing will commence in the same cycle as the Managed Services, unless otherwise agreed upon. With respect to Equipment Leases or Rentals billing will commence in the same cycle as the Managed Services unless otherwise agreed upon.

5.3. TAXES, SURCHARGES, AND REGULATORY FEES

Customer agrees that it is liable for any sales, use, transaction privilege, state excise or similar transaction-based tax (referred to hereinafter as Sales tax) that applies to any services, software, or tangible personal property whose title has transferred pursuant to this agreement. Customer agrees, using commercial reasonable effort, that if Service Provider undergoes a sales tax examination that the Customer will provide the appropriate documentation to Company (or the examining jurisdiction directly) to confirm the appropriate amount of sales tax was self-remitted by the Customer. Should the Customer fail to properly assess sales tax at the correct rate or on items deemed taxable under state tax examination, Customer will indemnify Company for any sales tax assessed and not paid, including interest and penalty charged by the taxing authority. A "Regulatory Cost Recovery Fee" may be charged to defray the administrative costs Service Provider incurs in complying with various government regulations. This fee is not imposed by any governmental entity and is subject to change.

5.4. LATE/NON-PAYMENT

If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment, insufficient funds or declined credit card charges, Service Provider may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by Service Provider. If charges cannot be processed to the credit card or ACH account (and other payment arrangements have not been agreed upon), Customer will be charged a minimum fee of twenty-five dollars (\$25.00). The fee will also be charged to activate a suspended account. No suspension or termination of the Services or of this Agreement for late/non-payment shall relieve Customer from paying any amounts due hereunder. Service Provider shall not be liable to Customer for any loss or damage Customer may suffer as a result of Service Provider's suspension of Services or termination of this Agreement for late/non-payment.

5.5. CREDIT INQUIRIES / DEPOSITS

The Customer authorizes Service Provider to inquire into its credit history, including asking business and consumer reporting agencies and / or other references for the Customer's credit information, and Service Provider reserves the right at their reasonable discretion to at any time, based on the Customer's credit worthiness, to refuse Service or require a security deposit that will be refunded upon expiration or termination of this agreement and the payment in full of all outstanding invoices. Should the Customer fail to pay any amount due to Service Provider timely under this Agreement, Service Provider reserves the right to apply the security to any amounts due and owing.

5.6. TAX EXEMPTION

If Customer asserts an exemption from any Taxes, Customer shall deliver to Service Provider a valid tax exemption certificate authorized by the appropriate taxing authority, and Customer shall be liable for any Taxes assessed prior to such delivery. In no event shall Customer make any deduction to any amount payable under the Customer Agreement for or on account of any Taxes and withholdings of any nature imposed by any governmental, fiscal or other authority, except as required by law. If Customer is required by Law to make any such deduction, it will (a) first notify Service Provider of such obligation, (b)



furnish Service Provider with receipts evidencing remittance of the money, and (c) pay such additional amounts as are necessary to ensure receipt by Service Provider of the full amount that Service Provider would have received but for the deduction. Customer acknowledges that Service Provider may not invoice or charge value-added, goods and services or similar Taxes in certain jurisdictions that permit reverse charge of such Taxes. Customer shall account for and remit any such Taxes on Services and Equipment in such jurisdictions.

5.7. DISPUTED CHARGES

Customer agrees to pay all charges due and payable under the Customer Agreement without counter-claim, set-off or deduction, other than amounts disputed in accordance with this Section, or as otherwise provided in the Service Level Agreement attached as Addendum 5. To dispute a charge, Customer shall provide notice by email to billing@harbornetworks.com within thirty (30) days of the charge, setting forth the amount in dispute and the basis of the dispute in reasonable detail. Failure to so dispute a charge within such 30-day period shall constitute an irrevocable waiver of Customer's right to dispute the charge for that billing cycle. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period with no progress towards resolution, Customer shall pay the full amount due within 15 days, otherwise Service Provider and/or Customer may exercise any available remedies for breach.

5.8. SERVICE FEE RATES; PRICING CHANGES; RENTALS

When Service Provider and Customer create an initial order for the Services the then current Service Fee rates shall not be increased for the duration of the then-current Term. Subject to the foregoing, Service Provider may increase Service Fee rates during any Renewal Term, but no more than ten percent (10%) above the rates in effect at the end of the preceding Term, unless (a) Service Provider gives Customer notice of such increase at least 60 days prior to the commencement of that Renewal Term, (b) Customer materially reduces its quantity of Managed Services or equipment requiring Support Services, or (c) Customer chooses a Month-to-Month plan. Service Provider may increase Service Fees for a customer on Month-to-Month Service at any time, up to the then-applicable list prices. Except as provided in this Section, the rates and pricing for Services and Equipment ordered in a Service Order shall not constitute a commitment of Service Provider to offer such rates and pricing for future orders. Please see the Addendum included for our current rental pricing list applicable to your MSA.

5.9. REFUND POLICY

Except as provided for in the Customer Agreement, all prepaid fees and other payments by Customer under these Terms are non-refundable and non-creditable.

5.10. PROMOTIONS

From time to time, Service Provider may offer promotional rates or discounts for Services. Any promotion or discount codes must be provided to Service Provider at the time Services are ordered. Unless agreed upon, promotions and discounts may not be used cumulatively or applied retroactively and may be changed or discontinued by Service Provider at any time in its sole discretion. In no event shall promotional pricing be guaranteed for a term longer than the term for which Customer has ordered the Services. Any promotional shipping rates (e.g. free shipping) provided in a Service Order shall only apply to the units of Equipment ordered in that Service Order.

6. EQUIPMENT AND SHIPPING

6.1. GENERAL

Customer may order Equipment from Service Provider from time to time for use with the Services by placing Service Orders with Service Provider. Customer shall pay shipping and related charges unless otherwise stated in the Service Order. All Equipment shipments are FCA (free carrier), and title and risk of loss or damage shall pass to Customer upon delivery to the carrier. Customer shall be deemed the importer of Equipment for all purposes, and shall be liable for any applicable customs, import/export duties, clearance charges and other Taxes (including VAT), in connection with international shipments. Service Provider may refer Customer to a local or regional Equipment vendor for Customer Locations outside the United States.

6.2. WARRANTY AND RETURNS

Service Provider shall pass through to Customer a 12-month warranty on Equipment, if permitted by the manufacturer. Service Provider will replace defective Equipment covered by warranty at no charge and will pay the return shipping costs, provided the equipment qualifies for coverage and the Customer obtains a return authorization number from Service Provider prior to returning Equipment.

6.3. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT

During the Term, Customer shall not modify the Equipment physically or change any configuration parameters in any way without the express written permission of Service Provider. Except as set forth in the Customer Agreement, Customer is responsible for all lost, stolen or broken Equipment, regardless of whether the Equipment is leased, rented, or purchased and may be required to purchase a replacement to continue Service. Except as set forth in the Customer Agreement, Customer is solely responsible for maintaining Equipment once it is at Customer's location.

6.4. EQUIPMENT LEASING COMPANIES

Service Provider may refer Customer to one or more unaffiliated companies that have agreed to provide Equipment leasing options to Service Provider customers (a "Leasing Company"). The terms of any such leasing arrangement shall be governed solely by Customer's contract with the Leasing Company. Service Provider does not endorse, guarantee the services of, or have control over such Leasing Companies and disclaims all liability in connection with their services. The use of any financial information, Personal Data and other information disclosed to or collected by Leasing Companies is governed by such Leasing Company's own privacy policies and not by Service Provider's Privacy Policy.

6.5. UNSUPPORTED DEVICES, ETC.

Customer shall be responsible for ensuring that any equipment acquired from a third-party vendor is in reasonable working condition and configured in accordance with Service Provider's technical requirements. Customer shall not access or use the Services with any equipment or devices other than supported Equipment, without Service Provider's consent. Service Provider shall have no liability whatsoever for Customer's access or use of the Services with any equipment or device that is not supported by Service Provider (an "Unsupported Device"), even if Service Provider has consented to Customer's use of such device.

6.6. PHONES & RELATED HARDWARE



Unless otherwise noted in the Customer agreement, phones which are 1.) purchased by Customer or 2.) provided to Customer through a promotion, will include a 12-month warranty, as described in Section 6.2. Phones which are rented or leased will include break-fix and replacement coverage for the Initial Term of the rental or lease based on the Customer Agreement. Service Provider may offer separate plans for extended warranty coverage of eligible Phones.

7. PRIVACY AND CONFIDENTIALITY

7.1. DEFINITIONS

PRIVACY. Service Provider is committed to respecting a Customer's privacy. Customer's personally identifiable information ("Personal Data") will only be used in connection with the performance under this MSA. Service Provider will not sell, rent, or lease Customers' Personal Data to others. Unless required by law or subpoena or if Customer's prior permission is obtained, Service Provider will only share the Personal Data Customer provides with other Service Provider entities and/or business partners that are acting on Service Provider's behalf to complete the activities described herein. Such Service Provider entities and/or national or international business partners are governed by Service Provider's privacy policies with respect to the use of this data.

CONFIDENTIALITY. Either party may, directly or through an Affiliate or Partner disclose or otherwise make available to the other party information concerning the disclosing party or its Representatives ("Discloser") which the Discloser indicates is confidential or proprietary, or which, by its nature, would reasonably be expected to be confidential or proprietary (collectively, "Confidential Information"), including, for example, trade secrets, technical information, pricing data, service and product plans, but excluding Customer Data (which is addressed in Section 8 below). In addition, the pricing and other terms of the Customer Agreement shall be deemed the Confidential Information of each party. Notwithstanding the foregoing, Confidential Information shall not include any information that the receiving party ("Recipient") can demonstrate is already or later becomes disclosed to the general public other than through the fault or negligence of the Recipient or is lawfully obtained by Recipient from a third party which has the right to transfer or disclose it.

7.2. OBLIGATIONS

The Recipient agrees to keep the Discloser's Confidential Information confidential and disclose it only; (a) to its Representatives to whom such disclosure is reasonably necessary to accomplish the purpose for which the Confidential Information was disclosed to the Recipient and who are bound to reasonable confidentiality obligations with respect to such Confidential Information; (b) in response to a judicial order or other lawful process, as and to the extent required by such order or process; or (c) as approved in writing by the Discloser not to use Discloser's Confidential Information except for the purpose(s) for which the Confidential Information was disclosed or as approved in writing by the Discloser; and (d) to protect the confidentiality of the Discloser's Confidential Information with the same degree of care as Recipient uses to protect its own Confidential Information of like kind.

7.3. SURVIVAL

Each party's obligations under this Section 7 shall survive any termination or expiration of the Customer Agreement and remain in effect for three (3) years thereafter or, in the case of trade secrets, as long as permitted by applicable Law. The parties agree that, in the event this Section 7 conflicts or is inconsistent with a non-disclosure or confidentiality agreement (an "NDA") previously entered into by the parties, this Section 7 shall govern as to disclosures from and after the effective date of the Customer Agreement.

8. DATA

8.1. GENERAL

Service Provider shall maintain commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality and integrity of Customer Data. To the extent any Customer Data includes Personal Data, and Service Provider shall comply with any applicable data protection Laws.

8.2. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

As Service Provider provides Services to Customer, Service Provider develops information about the quantity, technical configuration, type and destination of Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under United States federal law, Customer has a right, and Service Provider has a duty, to protect the confidentiality of CPNI. Each Customer will be required to provide a list of Authorized Contacts, which will be strictly adhered to for any ordering or support changes.

8.3. CUSTOMER DATA

8.3.1. Limited License. During the Term, Customer grants Service Provider a non-exclusive and non-transferable (except as provided herein) license and right to access Customer's account(s) and to collect, process, transfer, use, modify, reproduce, store, record, transmit, distribute, display, view, print, translate and disclose Customer Data (which may include Personal Data, other users of the Services and other third parties), subject to the limitations solely for the purposes set forth therein.

8.3.2. Permitted Uses. Customer acknowledges and agrees that Service Provider may use Customer Data as follows: (a) disclose and transfer Customer Data to an Service Provider Affiliate or other Service Provider Partner as and to the extent necessary to provide Services to Customer; (b) disclose Customer Data to courts, government agencies and other Third Parties as and to the extent required by Law, including in response to subpoenas, court orders and other legal process; (c) collect and aggregate Customer Data with data from other customers, and use and disclose Customer Data in anonymized form, including for the purpose of: compliance with reporting requirements under applicable Laws; quality control and assurance; or improving the Services and developing new services.

8.4. CUSTOMER RESPONSIBILITIES

Customer shall use all reasonable efforts to prevent unauthorized access to and use of Services and agrees to notify Service Provider promptly of any such unauthorized access or use or other breach of security relating to its account. Among other safeguards, Service Provider recommends that Customer instruct its Agents to (a) choose robust password combinations, change their passwords regularly and not disclose their passwords except to authorized Service Provider Support agents, and (b) perform a "log off" and exit of their accounts at the end of each session.

Additionally, if a Customer authorized representative requests or instructs Service Provider, in writing, to access Personal Data of one of its employees, customers or any other individual in its System, or to provide the Customer or its designee, with access to the System or the ability to monitor the telephone



calls of its employees, then, and in that event, the Customer shall indemnify, defend, and hold harmless, Service Provider, and its officers, directors, shareholders, employees, subcontractors and agents, from and against, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Service Provider's accessing or providing access in accordance with the Customer's written instructions or requests, unless Service Provider or its employees, subcontractors and agents, upon such undertaking fails to adhere to any part of said specifically written request or instructions.

8.5. DATA STORAGE

Customer acknowledges that the Services are not intended and should not be used for long-term data storage. Customer is encouraged to back-up regularly any Customer Data that it wishes to retain and use other than in connection with the Services. Service Provider shall not be responsible for any Customer Data exported from the Services, including without limitation via third-party integrations, or storage on devices or external media or accounts. Service Provider reserves right to periodically purge Customer Data from its servers, subject to any data retention requirements under applicable Laws or the Customer Agreement. Any functionality in the Service that allows for the collection, storage, access or use of Customer Data is provided solely for Customer's benefit. Neither Service Provider nor any third party is authorized by Service Provider to access Customer Data, unless authorized by Customer or in connection with the provision or operation of the Service by Service Provider.

8.6. INTERNET

Customer acknowledges that its use of the Services requires the transmission of electronic data over the Internet and various other networks that are not owned or operated by, or otherwise under the control of, Service Provider, and that Service Provider cannot ensure that such transmissions will not be accessed by unauthorized parties. Except as expressly provided in the Customer Agreement, Service Provider shall not be responsible or liable for any delay, loss, alteration or interception of Customer Data in the course of its transmission through and between networks not owned and/or operated by Service Provider.

9. SERVICE LIMITATIONS

9.1. AVAILABILITY

Service Provider shall use commercially reasonable efforts to make the Services available continuously and without interruption at all times during the Term, other than during scheduled maintenance and repair, and to minimize the loss of data in Customer's communications. However, Customer acknowledges and agrees that the Services will not be uninterrupted, error-free or available 100% of the time. Service Provider shall have no obligation to provide credit allowances for interruption of the Services except as expressly provided in the Customer Agreement.

9.2. HARBORCLOUD MANAGED UNIFIED COMMUNICATIONS (UC)

HarborCloud Managed UC is an IP-based communication which has inherent limitations relative to analog and other traditional communications methods. While Service Provider's Managed Services have been engineered to address and manage limitations, Service Provider cannot guarantee that all communications transmitted to or from the Customer locations (including voice, facsimile and text messages) will be delivered without loss of data or at all. Customer acknowledges and understands that call quality depends not only on the specification and availability of the Broadband service to which Customer is connected but also on the telecommunications network to which the other parties are connected. Customer will be solely responsible for the stability and performance of their network environment, unless otherwise specified in the Customer Agreement, inclusive of Wide Area Network connectivity (WAN). WAN's based on Virtual Private Networks (VPNs) may adversely affect the VoIP communications solution being supported by Service Provider. Service Provider will not be responsible to resolve issues regarding network stability, quality of service (QoS) and quality of experience (QoE) for the site(s) using this connectivity method as well as other areas of the solution that may be affected because of VPN based instabilities.

9.3. HARBORCLOUD MANAGED WIRELESS SERVICES (if applicable)

HarborCloud Managed Wireless Services are installed in a contracted data center and made available for access to Customer via an internet connection. However, Service Provider may choose to operate such a data center at any time. While Service Provider endeavors to contract with providers that provide global hosting services, Service Provider bears no responsibility or liability with respect to the actions or malfeasance of such third parties. Licenses to access and use the Service are personal to Customer, and Customer shall be ultimately responsible for the interaction with any instance of the Service made available to Customer, including but not limited to, (1) the management of all Customer Data stored by or accessed through the Service and (2) the use of or access to the Service by Service Provider support or a third party (including but not limited to a Service Provider Channel Partner) where such use or access is enabled or authorized by Customer. The Service is not designed, intended, authorized or warranted to be suitable for use in connection with any high risk, mission critical or strict liability activity (including, without limitation, air or space travel, aircraft navigation systems, aircraft communication systems, air traffic control, weapons systems, operation of nuclear facilities and other power plants, military or space equipment requiring radiation hardened components, life support applications, devices or systems or other medical operations, and Enhanced 911 or the E911 emergency calling system). Any such use by Customer is solely at Customer's risk. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY Service Provider FROM ANY LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER DATA, OR CUSTOMER'S USE OF THE SERVICE IN CONTRAVENTION OF THE TERMS OF THIS AGREEMENT.

9.4. QUALITY OF CUSTOMER NETWORK

Service Provider shall not be responsible to the Customer for loss of the use of their network, loss of the Services due to their network, or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Customer's network other than by authorized representatives of Service Provider. Notwithstanding any other provisions, Service Provider shall bear no responsibility for: (a) damage to the Customer's network due to fire, explosion, power irregularities, power surges, acts of God (including, without limitation, earthquakes, rain, floods, or lightning), or any other cause not attributable to Service Provider or its authorized representatives; or (b) failure of 3rd party equipment such as routers, switches, firewalls, headsets, speakerphones, recording devices; or (c) wiring or cable installed by anyone other than Service Provider; or (d) outside plant cabling; or (e) outages and problems caused by the Customer's public switched telephone service provider(s). Service Provider does not provide protection against the migration or transmission of "viruses" via any medium. The Customer remains responsible to use appropriate virus protection software and systems to protect hardware and software against viruses; the Customer shall indemnify and hold Service Provider harmless from and against any and all losses, costs, damage and expense resulting from the Customer's accessing or use of the Internet, or any database, software, website, or any other feature of the Internet. If the Customer requests Service Provider to perform Support Service and (a) such Support Service becomes necessary as a result of any of the causes described in either of the preceding paragraphs, or (b) it is determined that a defect or failure of the Customer network did not exist (for example, the problem was caused by facilities provided by the Customer's public switched telephone services or other network providers, or non-network interfacing equipment),



Service Provider reserves the right to charge the Customer at Service Provider's then time and material rates for any work performed and materials supplied as an additional charge.

9.5. UNAUTHORIZED SUPPORT WORK

The Customer agrees that any support service work or repairs that are performed on the Services or the Equipment by the Customer or any unauthorized third parties, during the Term hereof and for any extension thereof, which results in Service Provider incurring expenses to rectify such work, shall be separately charged for, invoiced and paid by, the Customer.

9.6. ALARM SIGNALS; CRITICAL SAFETY APPLICATIONS

Customer understands that the Services are not authorized or intended to be used to carry alarm signals or for use in any high-risk, critical safety or other applications where any failure, interruption or malfunction may reasonably be anticipated to result in bodily injury, loss of life or catastrophic damage to property.

9.7. USE OUTSIDE THE PRIMARY MARKET

Customer shall be solely responsible and liable for any violation of local Laws or breach of third-party contract terms resulting from Customer's use of the Services outside the Primary Market (United States), regardless of whether Service Provider has consented to such use.

9.8. EMERGENCY SERVICES

Service Provider supports access to emergency numbers for traditional fax and voice service plans in the United States. The use of emergency numbers with Service Provider's Services is subject to limitations when compared to traditional wireline services. PLEASE SEE THE E911 ADDENDUM FOR IMPORTANT INFORMATION CONCERNING ANY EMERGENCY SERVICES PROVIDED IN YOUR SERVICE PLAN, AS WELL AS PROVISIONS THAT LIMIT Service Provider'S LIABILITY IN CONNECTION WITH THESE SERVICES. Service Provider RECOMMENDS THAT CUSTOMER AND ITS AGENTS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES OTHER THAN THROUGH Service Provider'S SERVICE.

9.9. NON-Service Provider APPLICATIONS

9.9.1. Interoperability

Certain Services may contain features designed to interoperate with Non-Service Provider Applications. Service Provider cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit or other compensation. Any custom work performed by Service Provider to enable interoperability with a Non-Service Provider Application shall be charged as Professional Services and undertaken on a commercially reasonable efforts basis.

9.9.2. No Warranty or Liability

Unless the Customer Agreement provides otherwise: (a) Service Provider does not warrant and is not responsible for any aspect of Non-Service Provider Applications, regardless of whether they are designated by Service Provider as "certified," "approved" or "recommended"; (b) Customer's procurement and use of Non-Service Provider Applications is solely between Customer and the applicable third-party provider; and (c) Service Provider shall not be required to provide support for Non-Service Provider Applications.

9.10. CUSTOMIZATIONS

Service Provider may agree or refuse, in its sole discretion, any Customer requests for custom modifications or additions to the Services or other aspects of the Service Provider Platform ("Customizations") for Customer's benefit. Any Customization work performed by Service Provider shall be charged as Professional Services and shall be undertaken on a reasonable efforts basis. Customer acknowledges that (a) Service Provider does not provide support for Customizations under standard Support Plans; (b) a Customization may adversely impact other aspects of the Services, or their overall functionality or security; and (c) future upgrades and modifications to the Service Provider Platform may impair the functionality of a Customization.

10. USE RESTRICTIONS AND CUSTOMER RESPONSIBILITIES

10.1. CUSTOMER ACCOUNTABILITY FOR USE OF SERVICES.

Customer shall be responsible and liable for all access and use of the Services by Customer's Agents or otherwise through Customer's account ("Customer Use"), other than unauthorized activities and charges resulting from the gross negligence or willful misconduct of Service Provider or an Service Provider Partner.

10.2. COMPLIANCE WITH LAW

Each Party agrees to comply with all applicable United States and other international, national, state, provincial and local laws, regulations, codes, ordinances, treaties, conventions, and court and administrative orders and rulings (collectively, "Laws") in relation to its access and use of the Services and the Service Provider Platform generally. Each party shall be solely responsible for familiarizing itself with such Laws and shall not treat or rely on any statements, communications or materials provided by the other party or its Representatives as legal advice.

Without limiting the foregoing:

10.2.1. Import and Export. Customer shall comply with all export and import Laws of the United States and other jurisdictions applicable to its use of the Service Provider Platform and to its use and transport of Equipment. Customer shall not access or use any Service in a United States embargoed country. Customer represents and warrants that it is not named on any United States government denied-party list.

10.2.2. Telemarketing, Etc. Many jurisdictions have Laws (such as the U.S. Telephone Consumer Protection Act of 1991, for example) that significantly restrict telephone solicitations (i.e., telemarketing) and the use of automatic dialing systems, artificial or pre-recorded voice messages, SMS text messages and facsimile communications. Customer agrees that Customer is solely responsible for (i) ensuring its use of the Services complies with all such Laws, (ii) obtaining any required consents from the parties to be contacted and for (iii) maintaining an internal "do not call" list to prevent contacting parties that do not wish to receive further communications from Customer.



10.2.3. Call Monitoring. Many jurisdictions require advance notice or consent for electronic voice recording and/or third-party call monitoring (a feature of Barge-Monitor-Whisper, for example). Certain Services allow Customer to use pre-recorded call monitoring and recording notification messages (which are intended to comply with notice requirements under applicable United States state laws), although Customer remains solely responsible for compliance with all applicable Laws.

10.2.4. Call Recording: Customer shall obtain consent from all parties subject to such call recordings and comply with all applicable laws and requirements related to information provided via such recordings (including, without limitation, the Payment Card Industry (PCI), Data Security Standard (DSS) and state laws associated with call recording). Customer shall not allow any unauthorized parties to record calls or access such call recordings and Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right.

10.3. OTHER USE RESTRICTIONS

Customer agrees to comply, and to cause its Agents and other users of the Services through its account, to comply with the provisions of Addendum 1 (Use Restrictions) to these Terms

10.4. UNLIMITED PLANS

Service Provider's Service Plans that offer unlimited minutes of PSTN calls, unlimited faxing or unlimited text messages are for reasonable business use only. Any use in violation of Section 10 above shall be presumed to be an unreasonable business use.

10.5. CUSTOMER CONTENT

Customer acknowledges that Service Provider's role with respect to the content of communications and data transmitted, received and/or stored by Customer through the Service Provider Platform ("Content") is that of a passive conduit. As such, Customer acknowledges that neither Service Provider nor any Service Provider Partner shall be responsible for Content and shall have no involvement in determining, drafting, editing, or creating Content or in determining the recipients of such communications or the numbers to which they are sent.

10.6. REGISTRATION INFORMATION

Customer shall ensure its account and registration information (collectively, "Registration Information") – including, for example, Customer's legal name, address, email address, telephone number and payment information, and the service address and other registration information of its Agents – is accurate, current and complete during the Term. Customer agrees to promptly notify Service Provider of any changes in Registration Information and to verify such information upon reasonable request from Service Provider. Without limiting the foregoing, Customer shall be responsible for the accuracy, quality and legality of all Personal Data included in the Registration Information and the means by which Customer acquired such Personal Data.

11. CHANGES TO SERVICES AND TERMS

11.1. SERVICE CHANGE

Service Provider shall be permitted to perform upgrades and make other modifications to the Managed Services ordered by Customer (each, a "Service Change") from time to time, so long as such Service Changes do not materially reduce the overall functionality or security of the Service (determined based on customary usage in the Primary Market). Service Provider will use commercially reasonable efforts to notify Customer in advance any such Service Change.

11.2. CHANGE IN TERMS

Service Provider may amend or make modifications to these Terms from time to time by posting notice of such changes to www.harbornetworks.com/harborcloud/terms-of-service, which changes shall be effective upon posting; provided, however, Service Provider shall give Customer at least 30 days' prior written notice of any change that would materially reduce Customer's rights or benefits, or materially increase Customer's obligations or liability, under the Customer Agreement (each, a "Material Change"). Customer shall have the right to opt out of any Material Change by sending notice of objection to support@harbornetworks.com within 30 days of notice of the Material Change, in which case the Material Change shall not apply for the duration of Customer's then-current Term. However, if Customer delivers such an objection notice, Service Provider shall thereafter have the right to terminate the Customer Agreement by giving Customer 30 days' written notice of termination.

12. REPRESENTATIONS AND WARRANTIES

12.1. Service Provider REPRESENTATIONS AND WARRANTIES

12.1.1. Service Provider represents and warrants to Customer that Service Provider has the power and authority to enter in and perform its obligations under the Customer Agreement.

12.1.2. Service Provider represents and warrants that Service Provider shall perform Implementation Services and Professional Services in a professional and workmanlike manner.

12.1.3. Service Provider represents and warrants that the Managed Services shall perform to any agreed upon service levels. For avoidance of doubt, the foregoing representations and warranties do not apply to any free trial Services, Beta Services or Unsupported Services.

12.2. EXCLUSIVE REMEDY

Unless otherwise provided in the Customer Agreement, Customer's sole and exclusive remedy for breach of the warranties in Section 12 is repair, replacement, credit or pro-rated adjustment of fees, to be determined at the election of Service Provider. These warranties and the remedies offered are applicable if: (i) the failure is reasonably reproducible by Service Provider; (ii) Customer reports the failure with reasonable specificity within thirty (30) days from its occurrence; and (iii) Customer provides Service Provider with reasonable assistance in the diagnosis and remedy of the failure.

12.3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12, Service Provider MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SERVICES AND EQUIPMENT, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES, IF ANY, OF EQUIPMENT SOLD OR LEASED BY Service Provider ARE PROVIDED BY THE RESPECTIVE MANUFACTURERS OF THE EQUIPMENT. WITHOUT LIMITING THE FOREGOING, Service Provider DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR AVAILABLE 100% OF THE TIME, OR THAT ALL ATTEMPTED COMMUNICATIONS WILL BE DELIVERED.



12.4. CUSTOMER REPRESENTATIONS AND WARRANTIES

Without limiting any other provision of these Terms, Customer represents and warrants to Service Provider that: (a) Customer has the power and authority to enter into and perform its obligations under the Customer Agreement; (b) Customer is not relying upon any statements, commitments, representations or warranties other than those expressly set forth in the Customer Agreement; (c) Customer is a bona fide business and is procuring the Services for its own internal business use only and not as agent or on behalf of any third party; (d) Customer has obtained all third-party consents, licenses, authorizations and/or permits required in connection with its proposed use of the Services; (e) Customer's purchases are not contingent on the delivery of any future functionality or features, except otherwise expressly provided in the Customer Agreement.

13. INDEMNIFICATION

13.1. BY CUSTOMER:

Customer agrees to defend Service Provider, its Affiliates and their respective Representatives from and against any action, claim, demand, suit, investigation, inquiry or proceeding (collectively, "Claims") threatened or brought against Service Provider or any of its Affiliates or their respective Representatives by any third party that arises out of or results from: (a) Content transmitted on the Service Provider Platform; or (b) any actual or alleged Customer Use in violation of applicable Laws or breach of any third-party contract terms to which Customer is subject or actions or omissions that would constitute a material breach of the Customer Agreement (including any breach of Section 10 (Use Restrictions and Customer Responsibilities) of these Terms), without regard to any notice or cure right hereunder. Customer agrees to indemnify and hold harmless Service Provider, its Affiliates and their Representatives against any damages, attorneys' fees, defense costs and other losses (collectively, "Losses") payable by Service Provider pursuant to the adjudication or settlement of, or otherwise incurred by Service Provider in connection with, any such Claims.

13.2. BY Service Provider:

- I. Service Provider agrees to defend Customer, any Affiliate of Customer that has ordered Services under the Customer Agreement, and their respective Representatives from and against any Claims threatened or brought against Customer, such Affiliate or their Representatives by any third party alleging that the Services, when used in accordance with the Documentation, infringe or misappropriate any patent, trademark or copyright enforceable under the laws of the United States. Service Provider agrees to indemnify and hold harmless Customer, such Affiliate and/or such Representatives against any Losses payable by them pursuant to the adjudication or settlement of, or otherwise incurred by Customer in connection with, any such Claims.
- II. Notwithstanding the foregoing, Service Provider's obligations hereunder shall not apply to infringement Claims that are based upon: (a) the combination, operation or use of a Service with any third-party product, device, service or software not sold or provided to Customer by Service Provider; (b) the alteration or modification of a Service by any person other than Service Provider's agents and authorized subcontractors; or (c) Service Provider's alteration or modification of a Service at Customer's request. If such a Claim of infringement is brought or threatened, Service Provider shall, at its sole option and expense, either: (i) to procure a license that will protect Customer against such Claim without cost to Customer; (ii) to modify or replace the portions of the Service as needed to avoid infringement without impairing functionality; or (iii) if neither (i) nor (ii) is commercially feasible, terminate the Customer Agreement and refund any prepaid Service Fees. The rights and remedies granted Customer under this Section 13 state Service Provider's entire liability, and Customer's exclusive remedy, with respect to any infringement Claim.

13.3. PROCEDURE

13.3.1. An indemnified party shall:

- 1) provide the indemnifying party prompt written notice of such Claim as soon as the indemnified party becomes aware of the Claim,
- 2) permit the indemnifying party to have sole and exclusive control over the defense and settlement of any such Claim, if it elects, and
- 3) provide reasonable assistance to the indemnifying party in connection therewith; provided, the indemnifying party shall not enter into any settlement agreement that would result in any payment or other obligation, admission of liability, or restriction on the business of, the indemnified party without its prior written consent.

14. LIMITATION OF LIABILITY

14.1. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF Service Provider AND ITS AFFILIATES UNDER THE CUSTOMER AGREEMENT, OR ARISING OUT OF THE SERVICES PROVIDED THEREUNDER, TO ANY AND ALL PERSONS, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY OR OTHERWISE, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES TO Service Provider AND ITS AFFILIATES FOR THE SERVICES PROVIDED HEREUNDER (EXCLUDING EQUIPMENT PURCHASES, LEASES, and RENTALS) DURING THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY (A) ON A CUMULATIVE BASIS (RATHER THAN PER INCIDENT), (B) REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) REGARDLESS OF WHETHER THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

14.2. RELIANCE ON LIMITATIONS

Customer acknowledges and agrees that the essential purpose of Section 14 is to allocate the risks under the Customer Agreement between the parties and to limit Service Provider's potential liability in light of the agreed-upon pricing for the Services, which would have been substantially higher if Service Provider were to assume the risk of Customer's incidental or consequential damages, or the risk of liability in excess of the limit described above. Service Provider relied on these limitations when offering to provide the Services to Customer.

15. DISPUTES

15.1. GENERAL

The provisions of this Section shall apply to any and all Claims that either party may intend to assert against the other party, its Affiliates or any of their respective Representatives, other than:

- I. Injunction to prevent the disclosure or use of its Confidential Information, or a provisional remedy related to intellectual property infringement or misappropriation Claims,



- II. Disputes regarding Personal Data that are governed by procedures specified in the Privacy Policy,
- III. Claims of Service Provider relating to Customer's non-payment of undisputed charges.
- IV. Claims that the other party is required to defend under Section 13. For the avoidance of doubt, Service Provider remains responsible for the actions and omissions of its Affiliates and Representatives.

15.2. PREFILING NOTICE OF CLAIM

Before either party initiates an arbitration, court or other action, suit or proceeding (a "Proceeding") against the other party in respect of any Covered Claim, and subject to applicable procedures in any relevant Regional Supplement, such party agrees to send a written notice describing in sufficient detail the specific issues in dispute (and referencing the specific portions of the Customer Agreement which are allegedly being breached, if applicable) and to work with the other party diligently and in good faith to attempt to resolve the dispute. Any such notice directed to Service Provider shall be sent to claims@harbornetworks.com. Within 30 days of such notice, the parties shall cooperate to ensure knowledgeable executives of each party hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the dispute. If the parties fail to resolve the dispute within 30 days of such notice, either party may thereafter initiate a Proceeding in accordance with these Terms (and without satisfying any further notice or cure period hereunder). NEITHER PARTY SHALL COMMENCE A PROCEEDING UNLESS AND UNTIL IT HAS COMPLIED WITH THIS SECTION, AND THIS SECTION MAY BE PLEADED AS A FULL AND COMPLETE BAR AND DEFENSE TO, AND MAY BE USED AS A BASIS FOR AN INJUNCTION AGAINST, ANY PROCEEDING INSTITUTED IN BREACH OF THIS SECTION.

15.3. TIME LIMITATION

Each party agrees that regardless of any statute or law to the contrary, any litigation or arbitration arising out of or related to use of the Services or the Customer Agreement must be initiated through the filing of a complaint no later than one year after the earlier of: (a) the date such claim or cause of action arose; or (b) termination of the Customer Agreement, or be forever barred.

15.4. MANDATORY ARBITRATION (U.S. CLAIMS)

- 15.4.1. GENERAL - IF CUSTOMER IS DOMICILED IN THE UNITED STATES, OR THE COVERED CLAIMS RELATE TO SERVICES PROVIDED IN THE UNITED STATES, CUSTOMER AND Service Provider AGREE TO ARBITRATE ANY AND ALL SUCH COVERED CLAIMS IN ACCORDANCE WITH THIS SECTION 15.4. PLEASE READ THIS PROVISION CAREFULLY. This Section 15.4 shall not apply if Customer is domiciled outside the United States and Services are provided outside of the United States.
- 15.4.2. ADMINISTRATION - CLAIMS SUBJECT TO THIS SECTION 15.4 SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION ADMINISTERED BY AMERICAN ARBITRATION ASSOCIATION ("AAA"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate also requires Customer to arbitrate claims against other parties relating to Services provided or billed to Customer if Claims are asserted against Service Provider in the same proceeding. Arbitration will be conducted under the AAA's published commercial arbitration rules. The parties agree to bear their own fees, costs, and expenses, including those for any attorneys, experts, and witnesses.

16. MISCELLANEOUS

16.1. NOTICE

- 16.1.1. Except as expressly stated otherwise in the Customer Agreement, any notice to be given under these Terms may be provided by e-mail, and each party hereby consents to receiving notice by e-mail. Either party may change its designated notice address by giving notice to the other party. Service Provider recommends that Customer's designated email address for notice be a group address (such as billing@customer.com) so that notices are reviewed promptly and not missed due to the absence or departure of one individual. Notices shall be deemed effective: (a) upon personal delivery, (b) on the fifth business day after it is sent by regular mail, or (c) on the day it is sent by e-mail, if delivered on a business day before 5 pm Eastern Standard Time, and otherwise on the next business day.
- 16.1.2. Customer's address for notice shall be the e-mail address specified by Customer in connection with its initial order of Services, unless otherwise stated in a Service Agreement.
- 16.1.3. Service Provider's e-mail address for notice is: (a) billing@harbornetworks.com for billing disputes under Section 5, (b) claims@harbornetworks.com for notice of breach under Section 12 and notice of Claims under Section 15. Service Provider's physical address for notice is Harbor Networks LLC, 50 Speen Street, Suite 200, Framingham, MA 01701, C/O Claims.

16.2. GOVERNING LAW; EXCLUSIVE JURISDICTION

These Terms and the Customer Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice or conflicts of law rules.

16.3. SURVIVAL

Sections, 7, 8, 13, 15 and 16 shall survive the expiration or termination of the Customer Agreement, along with applicable provisions governing payment obligations and any other provision that by its terms would reasonably be expected to survive.

16.4. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL)

Except as otherwise expressly provided in the Customer Agreement, neither party shall be considered in breach of the Customer Agreement as the result of any failure or delay in the performance of such party's obligations hereunder that is caused by or results from events beyond such party's reasonable control, including, for example, acts of God (including fire, flood, hurricane, earthquake and tsunami), riot, war, terrorism, government actions and intervention, embargoes, strikes, destruction of facilities, late or failed delivery by suppliers, unavailability of power or Internet services, or network or carrier issues; provided, the foregoing shall not apply to either party's payment obligations hereunder.

16.5. ENTIRE AGREEMENT

These Terms (including all materials incorporated by reference herein) and the other documents comprising the Customer Agreement, together with any Documentation, toll rates and/or tariffs that apply to Customer's Service Plan, constitute the entire agreement between the parties with respect to the Services and expressly supersede and replace any prior or contemporaneous agreements or understandings, written or oral, relating to the Services.



16.6. CONFLICTS

Objection to Customer Terms. These Terms shall not be modified or superseded by the terms of any purchase order or similar document delivered by Customer to Service Provider in connection with its order or use of Services unless the Service Agreement states otherwise. Service Provider HEREBY OBJECTS TO ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OF SERVICE ON ANY PURCHASE ORDER OR SIMILAR DOCUMENT ISSUED BY CUSTOMER AT ANY TIME.

16.7. SEVERABILITY

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

16.8. ASSIGNMENT; BINDING EFFECT

This Agreement is personal to the Parties hereto, and may not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or conditioned; except that each Party may assign this Agreement without consent, to any affiliated entity or to any successor in interest, whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise, but only upon prior written Notice to the other Party. Except as provided herein, any assignment in contravention of the above shall be void and ineffective. This Agreement shall be binding upon the heirs, successors, and permitted assignees of Service Provider and Customer. If Customer proposes to assign its rights or delegate its obligations under the Customer Agreement to an Affiliate, Customer shall provide such information and documentation concerning the Affiliate as Service Provider may reasonably request, and Customer shall remain jointly liable for the obligations of such Affiliate. For avoidance of doubt, Service Provider may assign its rights and delegate its obligations under the Customer Agreement, in part or in full, to Affiliates, and/or subcontract with such Affiliates, for the performance or delivery of Services.

16.9. AFFILIATES

If Service Provider permits an Affiliate of Customer to order Services under the Customer Agreement, references to "Customer" in these Terms shall be deemed to include such Customer Affiliate. Customer shall be jointly liable for the actions and omissions of such Affiliate under the Customer Agreement such Affiliate under the Customer Agreement.

To provide Services requested by Customer in certain jurisdictions, Service Provider may designate an Affiliate to enter into one or more Service Orders with Customer. Any such Service Order shall be subject to these Terms and the Customer Agreement generally, and references to "Service Provider" hereunder shall be deemed to include such Service Provider Affiliate. The Service Provider Affiliate shall be deemed the service-provider for all purposes under any such Service Order, but Service Provider shall remain jointly liable for the actions and omissions of such Affiliate under the Customer Agreement.

16.10. NO THIRD-PARTY BENEFICIARIES

Except as expressly stated herein, these Terms are intended for the sole benefit of, and shall only be enforceable by, each party and its permitted assigns. Without limiting the foregoing, Service Provider shall have no obligation or liability hereunder to any Agent or other end user of the Services that is not a direct customer of Service Provider.

16.11. NUMBER USAGE AND PORTING

16.11.1. Where Customer is provided with a telephone number (including a code) as part of the Service (an "Service Provider Number"), then that Service Provider Number will belong to Service Provider, and Customer will have no right to sell, dispose or transfer that Service Provider Number, during the term of the Customer Agreement. Service Provider will use its best efforts to ensure that Customer is able to keep the number during the term of the Customer Agreement, but Service Provider reserves the right to change the number on reasonable notice if Service Provider determines, in good faith and in its reasonable discretion, that a third party has a valid claim to such number, or that the change is otherwise required by or advisable under applicable law.

16.11.2. Upon termination of the Services and at Customer's request, Service Provider will employ commercially reasonable efforts to assist Customer to port out Customer's numbers, including Service Provider Numbers and numbers which had been ported to Service Provider ("Ported Numbers"), and Service Provider will charge an administrative fee of \$5.00 per Number or Ported Number.

16.11.3. Customer acknowledges that the porting of all Service Provider Numbers and Ported Numbers is dependent upon the cooperation of third parties not under the control of Service Provider, and applicable laws and regulations concerning the geographic relevance of local exchange area service, where applicable.

16.12. TRIALS AND EVALUATIONS

16.12.1 Proof of Concept ("POC") and License. Upon Customer's request for a trial period (POC) to evaluate the Service, Service Provider may make the Service available to Customer via the Service Portal solely for evaluation and demonstration purposes upon Customer's acceptance of these terms. Upon Customer initially accessing the Service, the POC shall commence. Customer understands and accepts that during the POC, the Service may have limited functionality as well as features that are restricted.

16.12.2 Activation and Delivery. Upon acceptance of an Order or Customer's request for a trial period, Service Provider or Service Provider Channel Partner will provide Customer with instructions to activate the Service. During activation, Customer must confirm these Terms of Service prior to being provided access to the Service. Once Customer completes activation, Service Provider will make the Service available to Customer and provide Customer with credentials allowing access to and use of the Service.

16.12.3 Service License. During the applicable Evaluation Term or Service Term, subject to Customer's compliance with the terms and conditions of this agreement, including the payment of any applicable subscription license fees, Service Provider grants Customer a non-exclusive, non-transferable, and non-sublicensing right to access and use the Service via an internet connection in accordance with the Documentation and any limitations or restrictions set forth in the applicable Orders or trial request. Only the employees, contractors and agents of Customer acting on Customer's behalf may exercise the licenses granted to Customer in this section. Customer is solely responsible for acquiring, separately from this agreement, any wireless endpoints or other devices for use in conjunction with its use of the Service.



16.12.4 Scope of Use. Customer may use the Service only in accordance with the POC Scope of Use. If Customer desires to exceed the Scope of Use, Customer may enter a Service Order to increase the Scope of Use. Upon written acceptance by Service Provider or its Service Provider Channel Partner, Customer may use the Service in accordance with the new Scope of Use.

16.13. DOCUMENT ACCEPTANCE AND SIGNATURE

A Master Service Agreement, Service Order, SOW, Support Service Addendum or similar document setting forth a Service proposal or terms, that has been prepared by Service Provider and sent to Customer for acceptance shall be deemed accepted, and shall become effective and legally binding on both parties, when an authorized representative of Customer (or an individual that Service Provider reasonably believes to be such) manifests its assent in the manner indicated by the document (for example, by signature or “click to accept”). Use of Adobe Sign, DocuSign, or any other widely used method of verifiable electronic signature and delivery, shall be a valid method for signature and delivery of all documents hereunder.



ADDENDUM 1 - RESTRICTIONS ON USAGE

This Addendum is part of the Service Provider Terms of Service, asserting that you represent, warrant and covenant as follows:

- a) You shall use the Services solely for your own internal business use and not as agent;
- b) You shall promptly install all applicable upgrades, bug fixes, patches and other corrections relating to the Services that Service Provider makes available from time to time;
- c) You shall not take any action or omission that would reasonably be expected to:
 - i) disrupt or compromise the integrity or security of the Service Provider Platform, any network of a known Service Provider partners or vendor, or the privacy of any other Service Provider customer;
 - ii) cause imminent and material damage to Service Provider or any of Service Provider's partners, vendors or other customers.
- d) You shall not use or access the Services:
 - i) for any fraudulent, criminal, defamatory, harassing or tortious purpose, or to participate in or promote any illegal activity;
 - ii) to breach, violate or infringe intellectual property, privacy or other rights, or misappropriate the property of, any third party;
 - iii) to transmit or store any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware or similar programs or materials;
 - iv) to transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value; or
 - v) to transmit or broadcast unsolicited, or "junk" or "spam," marketing or promotional materials or messages through pre-recorded voice messages, SMS, facsimile or other means, in breach of any applicable laws;
 - vi) for autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, junk faxing, fax spamming, or any other activity that would be inconsistent with reasonable business usage
- e) You shall not attempt to hack or gain unauthorized access to any network, environment, or system of Service Provider or any of Service Provider's partners, vendors or other customers;
- f) You shall not sell, resell, license, sublicense, distribute, offer, rent or lease the Service, or otherwise make the Service available to any third party;
- g) You shall not trunk or forward extensions or numbers associated with the Services to a private branch exchange or key system or to other numbers that can process multiple calls simultaneously.
- h) You will not:
 - i) modify, copy, or otherwise reproduce the Service in whole or in part;
 - ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the code used in the Service;
 - iii) remove any proprietary notices or labels displayed on the Service;
 - iv) modify or create a derivative work of any part of the Service;
 - v) use the Service for any unlawful purpose;
 - vi) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein
 - vii) access any Service or Content in order to build a competitive product or service
- i) The Service is not designed, intended, authorized or warranted to be suitable for use in connection with any high risk, mission critical or strict liability activity (including, employees, contractors and agents of Customer acting on Customer's behalf may exercise the licenses granted to Customer in this section. Customer is solely responsible for acquiring, separately from this agreement, any wireless client endpoints or other devices for use in conjunction with its use of the Service.



ADDENDUM 2 - FEES & OTHER CHARGES

(Applies to HarborCloud Managed UC)

This Addendum sets forth a description of certain fees and charges related to the Services. This Addendum is part of the Service Provider Terms of Service.

- a) **OVERAGE CHARGES.** Service Provider reserves the right to charge reasonable overage fees when Customer exceeds the usage limits on Services that have such limits.
- b) **TOLL AND OTHER USAGE CHARGES.**
 - (i) "Usage charges" refer to toll charges and other charges which are based on Customer's usage of our Services, as a separate charge from our base monthly Service Fees. Every outbound toll call and inbound toll-free call that originates or terminates on the Public Switched Telephone Network ("PSTN") or a non-Service Provider VoIP network (including calls to or from a Virtual or Managed Contact Center or agent) will be subject to charges at published rates, unless Customer has subscribed to an "unlimited" Service Plan and the call is free of charge under the terms of that Service Plan.
- c) Unless the Customer Agreement provides otherwise, and subject to applicable Laws, the following rules apply to all toll charges:
 - (i) The duration of each call is to be calculated in one-minute increments and rounded up to the nearest one-minute increment for any fraction of minutes used. If the computed charge for a call includes a fraction of a single unit of the smallest denomination of currency, the fraction is rounded up to the nearest whole cent.
 - (ii) When Customer attempts to make an outbound call, charges may apply regardless of whether the party on the other line answers the call.
 - (iii) Calls made by Customer to mobile, rather than landline, or premium rate telephone number, may result in higher toll charges.
 - (iv) Charges to Customer for inbound toll-free numbers are subject to the geographic restrictions and location of the person calling into the toll-free number.
 - (v) All call charges payable under the Customer Agreement will be calculated by reference to data recorded or logged by Service Provider and not by reference to data recorded or logged by Customer.
- d) **REGULATORY FEES.**

Except where prohibited by applicable law, Service Provider may charge Regulatory Fees and Surcharges, including an Emergency Services Fee, an E911 Service Fee, and a Regulatory Recovery Fee in the United States, in connection with any telephony services provided to Customer. The Regulatory Fees are charged monthly to offset costs incurred by Service Provider in complying with inquiries and obligations imposed on Service Provider, as an interconnected voice-over-IP service provider, by national, state, provincial, municipal and/or other regulatory bodies and government agencies. These fees are not taxes or charges required or assessed by any government. Regulatory Fees are charged for each number for which Customer has ordered Managed Services, including toll free and virtual numbers. The Regulatory Fees are presented as separate line items in invoices.



ADDENDUM 3 – E911 DISCLAIMER SUPPLEMENT

This Supplement is an attachment to, and part of, the Service Provider Terms of Service. The provisions in this Supplement apply to only to Services provided to Customer Locations in the United States of America.

a) **INTRODUCTION.**

E911 SE Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), 48-49, and Section 9.5(e) of the FCC's rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."

Because Service Provider is providing MANAGED VoIP SERVICES to you Service Provider is obligated to make certain disclosures to you regarding the 911 services, and to obtain and retain your acknowledgment of having received and understood these disclosures. By signing your Master Service Agreement referencing these Terms, you acknowledge that you have received this disclosure and that you understand the limits of the 911 capabilities of Service Provider MANAGED VoIP SERVICES. "911-type Services" means functionality that allows end-users to contact emergency services, including, without limitation, police, and fire and hospital medical services. 911-type Services may include Enhanced 911-type Service ("E911"), which has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the subscriber location and to transmit the identification of the subscriber location and telephone number (subject to the obligations to provide and maintain the subscriber location information). Enhanced 911-type Service is not immediately available in all areas, are subject to the capabilities of the local PSAP.

b) **POLICY.**

Service Provider MANAGED VoIP SERVICE currently supports 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available and you have chosen to activate it. You acknowledge and understand that 911-type dialing is NOT automatic, that you must take affirmative steps to effectuate such 911-type Services for each of your end-users and that such 911-type Services are different in a number of important ways from traditional 911 service as set forth below.

- i) You acknowledge and understand that subject to the limitations set forth below, every End User must provide an end-user location for each telephone device (in the form of a valid street address) and you are responsible for correctly and timely maintaining and updating such location information in the manner prescribed by Service Provider and their suppliers.
- ii) You acknowledge and understand that 911-type Services will not be available in the event of the assignment of a telephone device to a location outside of the geographic rate center associated with such telephone device; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered end-user location associated with such telephone number; or you fail to maintain and/or update end-user location information as required to enable that information to be registered in the local telephone company's automatic location information database. E-911 services are not available on Soft Phones, Local Inbound numbers, or Virtual numbers.
- iii) You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of electric power at your location.
- iv) You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of your broadband Internet connection.
- v) You acknowledge and understand that 911-type Services will not be available in the event of a suspension of your account as a result of nonpayment or other breaches by you.
- vi) Service Provider MANAGED VoIP SERVICE does not support 911-type Services in rate centers where these services are not available or if it is available and you have not chosen to activate it. You acknowledge and understand that: a call placed to 911 using Service Provider MANAGED VoIP SERVICE in these areas or if you have chosen not to activate it will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider; the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line; and such administrator may or may not be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administrative line may produce a busy signal or will take longer to answer or not be answered at all; the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller's location; the caller's location information will not be displayed; and the callback number may or may not be displayed. The caller needs to communicate their location and phone number to the individual answering the call.
- vii) You acknowledge and understand each of the limitations and obligations set forth above for Service Provider MANAGED VoIP SERVICE shall apply in the event such 911 calls are attempted in rate centers where 911-type service is not offered.



ADDENDUM 4 – SERVICE LEVEL AGREEMENT (“SLA”) DEFINITIONS

Failures not otherwise caused by the Customer are classified by Urgency and Impact which in turn sets the priority level. Service conditions are assigned to our system when the Customer makes a request of Service Provider for Support Services or when we are notified by our monitoring equipment. The classification of the condition determines how specific problems will be logged and assigned to a resource. Collectively, these service commitments comprise our SLA to each customer with an active HarborCloud Service Agreement or HarborNet Support Agreement.

Urgency / Impact Definitions

Levels of Urgency

Low Urgency	Single User or Less than 25% of users impacted
Medium Urgency	Departments or no more than 50% of users impacted
High Urgency	Site Office or more than 50% users impacted

Levels of Impact

Low Impact	Intermittent Quality or Degradation of Service. MACD Change Requests. Examples - Loss of an AP, New User Request, Phone issues for small groups
Medium Impact	Services/Systems Up but not functioning 100%. Usually, some kind of workaround is available. Examples - Voicemail Outage, POE switch failure, VPN issues
High Impact	Critical- Main Systems Down, Core Service Failure, Communication Inoperable. Examples - Firewall Failure, PRI Hardware Failure, Elevate Outage

Urgency / Impact Definitions

	<u>High Urgency</u>	<u>Medium Urgency</u>	<u>Low Urgency</u>
<u>High Impact</u>	Priority 1 - Critical	Priority 2 – Service Affecting	Priority 2 – Service Affecting
<u>Medium Impact</u>	Priority 2 – Service Affecting	Priority 3 – Minimal Impact	Priority 3 – Minimal Impact
<u>Low Impact</u>	Priority 3 – Minimal Impact	Priority 3 – Minimal Impact	Priority 4 - MAC, Info or Planning

Priority 4- Time Sensitive MAC is defined as those items that are MAC related that now and then need to have a shorter lead time. These are defined for the occasional one-off type situations and are not for regular use.

Priority 5 is defined as those items that we do not provide an SLA. This would include T&M efforts or out of location services not previously defined under an agreement.

Summary Table:

<u>Definition</u>	<u>Response Timeline</u>	<u>Plan Timeline</u>	<u>Resolution Timeline</u>	<u>Status Update Timeline</u>
Priority 1	Within 30 minutes	Within 2 hours	Within 24 hours	Every 2 hours
Priority 2	Within 60 minutes	Within 3 hours	Within 48 hours	Every 6 hours
Priority 3	Within 4 business hours	Within (1) business day	Within (3) business days	Every (1) business days
Priority 4	Within (1) business day	Within (2) business days	Best effort	Every (2) business days



Priority 4- Time Sensitive	Within 4 business hours	Within (1) business day	Within (2) business days	Every (1) business day
Priority 5- No SLA	Within (3) business day	Within (7) business days	Best effort	Every (3) business days

- Business Hours:** Our business hours are defined as Monday through Friday (non-Holidays) between the hours of 8 am and 6 pm EST.
- Service Hours:** Our service hours are defined as Monday through Sunday 24 hours per day. We have dedicated on-call resources and an Answering Service to take after business hours calls. While every customer can contact us during service hours, the SLA tables will define the required response timelines.
- Language:** Harbor Networks currently supports English speaking resources in our support organization.
- Registered Point of Contact:** As a reminder, our support agreement calls for designated Point of Contacts to have the authority to initiate a service request on behalf of the Customer's business. Direct end-users should not be directed to call Service Provider directly but rather contact their internal help desk for service issues they experience.
- Remote vs Onsite service:** All services are defined as remote service, unless it is determined that a Field Service Technician is required for onsite services. Time to deliver a situational assessment should not exceed plan timeline if all needed detail has been provided. The exception is if on-site resources are required, timing is dependent on availability and time it takes to reach site. Service Provider technical personnel will be dispatched to site within defined priorities plan timeline to assess the situation and begin any required RMA process. If the trouble condition cannot be resolved within 1 business day due to an onsite hardware failure, Service Provider will provide an immediate plan for replacement of the effected Network Hardware or Software if it is covered by Agreement.
- Local In-Territory Support:** Unless support is pre-arranged and international equipment is denoted on Part IV Covered Locations and Equipment List, the Customer will be responsible for contracting a local "in-territory" services vendor recognized by the manufacturer to handle local equipment service issues. Service Provider will make recommendations to the Customer for local service vendors if they currently do not have such a relationship. Service Provider will coordinate services with the local services vendor based on the Hours of Operation as described above.
- Should a need arise to leverage a local in-territory service organization, Service Provider will perform the following:
- 1) Initiate service request to in-territory service organization.
 - 2) Coordinate and manage case to closure with in-territory service organization.
 - 3) Lead and coordinate troubleshooting efforts with in-territory service organization staff.
- Service Provider will NOT however accept responsibility for the following:
- 1) Adhering to any response levels of in-territory service organizations or any third party such organization may rely upon to perform dispatched work.
 - 2) The warranty or condition of any serviceable parts replaced by the in-territory service organization in connection with service requested.
 - 3) Any and all billing by the in-territory service organization in connection with their services. As a matter of policy, unless otherwise directed, Service Provider will direct the in-territory service organization to directly bill your local office directly for services rendered.



ADDENDUM 5: LABOR RATES AND FEE SCHEDULE

The following is a detailed fee schedule for any services Service Provider provides. This pricing summary is applicable to customers' Managed Services Agreements.

Fee Schedule	Field Technician or Support Engineer	Project Manager or Design Specialist	Network Engineer	Third Party Services (estimated)
Normal Hours of Operation 8am to 5pm, Monday-Friday	\$175 per hour	\$200 per hour	\$250 per hour	\$250 per hour
Outside normal hours & Saturdays	\$265 per hour	\$300 per hour	\$375 per hour	\$375 per hour
Sundays & Holidays	\$350 per hour	\$400 per hour	\$500 per hour	\$500 per hour
Travel Fees (not including hotel or meal stipend)	Actual Time	Actual Time	Actual Time	Actual Time
Minimum Billing	1 hour onsite ½ hour remote	1 hour	1 hour	1 hour

Service Fee Schedule	Remote Help Desk Support	Onsite Service/Dispatch
Outside normal hours service requests for Customers with 8x5 Service Coverage	½ Hour Minimum	3 Hour Minimum

1. Service Provider's Support Hours of Operation - Monday through Friday – 8:00am to 6:00pm EST.
2. Service Provider's Field Hours of Operation – Monday through Friday – 8:00am to 5:00pm EST
3. Actual time is travel to and from a client's location, there is a 1 hour minimum.
 - i. In the event air travel is required, time in the air is not billable. Travel to and from airports is billable.
 - ii. Flight and Hotel costs to be communicated clearly to customer for pre-approval.
4. Out of region rates apply for Service Provider employees when traveling.
5. Expedite and Restocking fees when applicable are actual costs incurred by Service Provider.
6. Software updates are performed by Engineering Services and are billed according to support plan.
7. Replacement parts when necessary are billable. (Outside the scope of this agreement).
8. Third Party Services are when Service Provider uses an approved services provider to resolve a client service issue.
9. Per Diem, travel and accommodations fees when pre-approved by Customer will be invoiced monthly (if applicable) by Service Provider and include the appropriate supporting documentation. This will consist of the following:
 - i. Car travel will be charged at the IRS recommended rate per mile at the time of travel, plus tolls.
 - ii. Flight travel is a "Pass through Expense" based on actual cost of airline fees.
 - iii. Car rental is a "Pass through Expense" based on actual cost of car rental.
 - iv. Hotel accommodations are a "Pass through Expense" based on actual cost of hotel.
 - v. Per Diem of \$75 per day



ADDENDUM 6 – STANDARD MONTHLY RENTAL PRICING LIST

Product Description	Manufacturer	Standard Rental Price
Yealink T57W SIP Phone	Yealink	\$12.00
Yealink T54W SIP Phone	Yealink	\$9.00
Yealink T53W SIP Phone	Yealink	\$6.75
Yealink T48S SIP Phone	Yealink	\$11.50
Yealink T46S SIP Phone	Yealink	\$8.50
Yealink T42S SIP Phone	Yealink	\$5.50
Yealink CP960 Conference Room Phone <i>(with wireless microphone pair)</i>	Yealink	\$35.00
Yealink CP960 Conference Room	Yealink	\$27.00
Yealink W56H Cordless DECT Phone bundle <i>(with W60P base)</i>	Yealink	\$7.50
Yealink W56H Cordless DECT Phone	Yealink	\$4.50
Yealink SIP Phone Power Supply	Yealink	\$0.75
Yealink EHS40 Headset Adapter	Yealink	\$2.00
Yealink T4x Series Expansion Module	Yealink	\$5.50
Yealink T5x Series Expansion Module	Yealink	\$5.50
Yealink CP960 PoE Adapter	Yealink	\$2.00
Poly VVX250 Business Phone	Poly	\$4.00
Poly VVX350 Business Phone	Poly	\$5.50
Poly VVX450 Business Phone	Poly	\$6.00

1. This price list is applicable to orders, tickets and Service Orders added to your MSA after the initial Service date.