



INTERMEDIA

The Business Cloud™

MASTER SERVICE AGREEMENT: RESELLER (U.K.)

CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND INTERMEDIA TECHNOLOGIES COMPANY LTD., ONLY AN AUTHORISED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, CLOSE YOUR BROWSER AND DO NOT PROCEED WITH USING THE SERVICES.

By clicking “I Agree and Continue” (or any other recorded act of explicit acceptance), You (i) agree to be bound by all of the terms and conditions of this Master Service Agreement with Intermedia Technologies Company Ltd. (“Intermedia”); (ii) represent and warrant that You will always enter into agreements with Your End Users that contain, at a minimum, the terms or their analogs found in Appendix I (including without limitation the important disclosures, notices and disclaimers contained in Attachment 1 thereto related to Emergency Services calling and service); and (iii) agree to be bound by the following:

- Intermedia’s Privacy Policy (the “Privacy Policy”);
- Intermedia’s Service Level Agreements for all of Intermedia’s Services that may be sold hereunder (each, a “Service Level Agreement” or “SLA”);
- Intermedia’s Acceptable Use Policy (the “AUP”);
- Intermedia’s Data Processing Addendum (“DPA”); and
- Intermedia’s Schedules (as defined below).

This Master Service Agreement and all of the above referenced documents are collectively referred to as the “Agreement.”

Each of the foregoing is expressly incorporated herein by reference and may be amended or updated from time to time by Intermedia. At any time, current copies of the Privacy Policy, SLA, AUP, DPA, and product-specific Schedules are located at <http://www.intermedia.co.uk/legal>. The current copy of the DPA is also accessible through Your Account in Intermedia’s administrative control panel.

If You do not agree to any of the terms of this Agreement, then You (i) must click “I Decline” or close Your browser and (ii) do not have Intermedia’s permission to use the Services.

If you are an individual entering into this Agreement on behalf of an Entity (as defined below), you represent and warrant that you have the authority to bind such Entity to this Agreement. If you do not have such authority, neither you nor such Entity may accept this Agreement or use the Services.

You are not required to purchase Voice Services from Intermedia nor from any of its affiliates. If You elect to purchase Voice Services under this Agreement, please be advised of the following: (i) Voice Services will be provided through Intermedia d/b/a Voice Telco Services (“Voice Telco Services”); (ii) **Your acceptance of, and agreement to, the terms of this Master Service Agreement also constitutes your acceptance and acknowledgement of, and agreement to, (A) the obligation to provide Your End Users with the important disclosures, notices and disclaimers contained in Attachment 1 to Appendix I related to Emergency Services calling and service and (B) the terms of the Schedule(s) and related documents provided or made available to You by Voice Telco Services;** and (iii) the terms and conditions of this Master Service Agreement will apply to the services you receive from Intermedia/Voice Telco Services as well as the terms and conditions in Intermedia’s/Voice Telco Services’ Schedules and related documents. If You instead choose to purchase voice services through an unrelated third party, this Master Service Agreement will not govern the provision of any services provided by such third party, and such third-party-provided voice services are used at Your sole risk and pursuant to the terms and conditions you enter into with such third party.

Definitions. For the purposes of this Master Service Agreement, the following definitions apply:

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

“Account” means the account created with Intermedia in connection with this Agreement that relates to Your purchase of, subscription to, resale of and/or use of Services and/or Voice Services by You and Your Administrative Users.

“Administrative User” means any of Your employees, consultants or independent contractors to whom You grant administrative permission to access the Services in accordance with Intermedia’s entitlements and procedures and this Agreement (where “administrative permission” includes, but is not limited to, the right to create, modify and delete End User accounts, as well as the right to access and modify Your billing information and other functionality available through the Intermedia administrative control panel).

“Applicable Law” means any applicable laws, rules, regulations or interpretations of relevant Governmental Authorities or self-regulatory bodies.

“Beta Offerings” means any portion of the Services and/or Voice Services offered on a “beta” basis, as designated by Intermedia, including but not limited to products, plans, services and platforms.

“Data” means all data submitted by Your Administrative Users to Intermedia in connection with the Services and/or Voice Services, including all content, material, IP and similar addresses, recordings, messages, software, Account information and Account-related settings.

“End User” means any person or Entity purchasing Services and/or Voice Services from You, as well as their respective end users.

“End User MSA” means the Master Service Agreement (or equivalent agreement) entered into between You and Your End User customer for Services and/or Voice Services that they purchase from You, which agreement shall include, at a minimum, the terms found in Appendix 1 hereto (or their analogs) and any other agreements and documents presented by Intermedia that are required to provide the Services, each as amended by Intermedia from time to time.

“Entity” means a company, corporation, partnership, association, trust, unincorporated organization, government or political subdivision or any other legal entity.

“Governmental Authority” means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

“Intermedia” means Intermedia Technologies Company Ltd., a company registered in England with company number 6350460 and whose registered office is at 4th Floor Imperial House, 8 Kean Street,

London W2CB 4AS, United Kingdom. Intermedia operates the website <http://www.intermedia.co.uk>. Intermedia's VAT number is 925 4342 30.

“Interconnected VoIP Services,” referred to as “VoIP” services herein, means services satisfying the definition provided for in U.S. 47 C.F.R. Section 9.3 (or equivalent governing legislation in the United Kingdom defining such service) as may be amended from time to time.

“Intermedia Parties” means Intermedia’s affiliates (including parents and subsidiaries), vendors, licensors and partners, and its and their officers, employees, agents and representatives.

“Schedule(s)” means documents (including the Service-specific product schedules located at <http://www.intermedia.co.uk/legal> and the order documentation generated through Intermedia’s administrative control panel) that specifically describe the Services and/or Voice Services used by You or Your End Users under this Agreement, including product descriptions, the currency to be used for billing and payment, pricing, and other terms. Each Schedule shall be deemed a part of and incorporated into the Agreement.

“Sensitive Personal Data” means special categories of personal data as defined in Article 9 paragraph 1 of GDPR regulation (EU) 2016/679 or any equivalent regulation.

“Services” means Intermedia’s hosting and/or other services, software and products, as such services, software and products are offered by Intermedia from time-to-time in its discretion and subscribed to, purchased by, or used by You or Your End Users as set forth on a Schedule.

“Third-Party Service” means any service or product offered by a party that is not Intermedia.

“Voice Services” means the real-time, two-way voice telecommunication services, as well as fax services and other calling and call management telephonic services, provided by Intermedia and its affiliates from time to time in its discretion and subscribed to, purchased by, or used by You or Your End Users. When You resell such Voice Services, You do so in the capacity of a dealer, marketing agent or similar agency role as may be contemplated by the applicable telecommunications regulatory regime.

“You” or “Your” means the individual or Entity on whose behalf this Agreement is accepted.

1. RESELLER APPOINTMENT.

1.1. Appointment. Subject to and in accordance with the terms of this Agreement, Intermedia hereby appoints You, and You hereby accept appointment, as Intermedia’s limited, non-

exclusive reseller to promote and resell Services to End Users under the terms provided herein. For the avoidance of doubt, your End Users may not further resell Services under this Agreement. You acknowledge and agree that the actions of any of Your Administrative Users with respect to the terms of this Agreement and the Services will be deemed to be actions by You and that any breach by any of Your Administrative Users of the terms of this Agreement will be deemed to be a breach by You. You represent and warrant to Intermedia that You are in good and substantial financial condition and are able to pay all bills when due. You shall, from time to time, furnish any financial statements or additional information as may be reasonably requested by Intermedia to enable Intermedia to determine Your financial condition. If credit is extended, Intermedia shall have the right to establish credit limits for You and to change such credit limits or any other financial requirements, from time to time, at Intermedia's sole discretion.

1.2. Obligations. You agree to comply with the terms and conditions of this Agreement and with all applicable Intermedia procedures and policies that further define the resale and use of the Services. You shall identify and register End Users in accordance with the terms hereof and Intermedia's applicable policies (in each case, as amended from time to time by Intermedia). You shall ensure that (i) prior to accessing the Services, each End User agrees to, and is legally bound by, a written contract with You that contains, at a minimum, the terms or their analogs found in Appendix 1 hereto and any other agreements and documents presented by Intermedia that are required to provide the Services, each as amended by Intermedia from time to time; (ii) Services will only be provided to such End Users; (iii) Your End Users comply with (and that You will enforce) the terms of the written contract entered into between You and End Users (including without limitation enforcing, at Your expense, the license and use restrictions, confidentiality terms and intellectual property provisions of Your written contracts with Your End Users); and (iv) You will have Your legal counsel review, revise and otherwise advise You regarding the End User contract You enter into with End User. **You acknowledge that the End User MSA provided in Appendix 1 is only a sample agreement and You are not relying on Intermedia for legal advice with respect to your End User contract.** You are permitted to obligate End Users to agree to additional terms and conditions, provided that such additional terms and conditions do not conflict with the terms of the End User MSA or this Agreement. You hereby represent and warrant that (i) You are a bona fide reseller and have not entered into this Agreement solely or primarily for the purposes of receiving the Services for Your own use; (ii) You have sufficient personnel and resources to

promote, support and resell the Services; (iii) You shall perform Your duties and obligations hereunder in a diligent and businesslike manner and refrain from any activity or action that may damage Intermedia's reputation or the reputation of the Services; and (iv) You shall use Your best efforts to promote the Services.

1.3. Partner's Additional Responsibilities with Respect to Voice Services Only. Your duties with respect to Voice Services only hereunder are as follows: (i) You shall endeavor to promote the Voice Services; (ii) You shall advise Intermedia from time to time as to problems encountered with the Voice Services and as to any resolutions arrived at for those problems; (iii) You shall collaborate in connection with promotional activities of the Voice Services; (iv) You may not make any representations or warranties concerning the Voice Services to End Users unless so authorised in writing in advance by Intermedia; and (v) You represent and warrant that (A) You will obtain written, affirmative acknowledgements (which may, for example, be in the form of executed documentation or electronic acknowledgements), with disclosures that comply with all applicable legislation and regulations, from all End Users that subscribe to VoIP service offerings that they understand the limitations of access to emergency services associated with VoIP services; and (B) You will keep a record of such affirmative acknowledgements as required by Applicable Law. By accepting this Agreement and selling Voice Services hereunder, You agree and acknowledge, in each case to the extent applicable to the Voice Services purchased by You, that (a) You understand that an improperly configured SIP trunk or improperly configured customer telephony equipment such as a PBX or a contact center solution can lead to the generation of significant usage charges; (b) You understand that Intermedia requires that all PBXs be placed behind a firewall to prevent vulnerability to hacking and toll fraud; (c) You understand that You are responsible for ensuring accurate configuration of both the customer premise equipment and the SIP trunk to prevent fraudulent calls as well as calls to expensive rate centers, and that all charges incurred by such configurations (including fraudulent charges resulting from such configurations) are Your sole responsibility; (d) You have access to Your customer's PBX control panel and are knowledgeable about the proper configuration parameters required to prevent abnormal calling patterns from the PBX; and (e) You have been trained on the proper configuration of Intermedia SIP trunks and will properly configure SIP trunks (and, when necessary, will seek Intermedia's help to assist you with such configurations). To minimise the potential for fraudulent and excessive charges, Intermedia reserves the right to approve which resellers are given access to SIP trunking, and may terminate Your SIP trunking services if we notice abnormal calling behavior by You

or Your End Users. **You understand and agree that Intermedia or Voice Telco Services will be identified as the provider of Voice Services on all End User invoices for Voice Services.**

1.4. Additional Responsibilities of Intermedia with Respect to Voice Services Only. Intermedia shall have the following responsibilities with respect to the Voice Services only: (i) provide the Voice Services to the End Users; (ii) provide You with sales and technical information regarding the Voice Services as reasonably necessary to promote the Voice Services, including support directly to Your employees and representatives; and (iii) inform You of any changes in the Services, prices, terms of payment and/or listing options to the Voice Services, which Intermedia may make in its sole discretion at any time. Any changes to the Services, Schedules, Privacy Policy, SLAs, AUP, DPA, or prices, terms of payment and/or listing options made by Intermedia and posted on Intermedia's website <http://www.intermedia.co.uk/legal> shall be deemed to be incorporated into this Agreement.

1.5. Your Support Responsibilities. For sales of Services by You to End Users, You will be responsible for handling first-level support service for Your End Users. For sales of Services by You to End Users using the Intermedia name, if Intermedia receives multiple customer complaints regarding Your lack of responsiveness to, or inability to adequately resolve, End User support requests, Intermedia shall have the right, in its sole discretion, to (a) provide You with notice of such complaints and a five (5) business day period to cure such complaints; and (b) if You fail to satisfactorily resolve such complaints in such five (5) business day period, assume, or reallocate to another reseller, ownership of and responsibility for Your customer accounts. In such situation, You agree to provide cooperation, as requested by Intermedia, with respect to the conversion and transition of the customer accounts to Intermedia or such other reseller, as applicable (including without limitation providing Intermedia-approved communication to the impacted customers and providing Intermedia with all information reasonably necessary to facilitate the conversion and transition of the customer accounts). Notwithstanding the conversion of such accounts pursuant to this Section 1.5, You shall nonetheless remain liable for all unpaid and outstanding amounts owed by You to Intermedia for all transactions taking place under this Agreement prior to such conversion.

2. SCOPE; ACCESS; SECURITY

2.1. Account Information and Ownership. You acknowledge that Your failure to timely update Your Account information, including authorised Administrative Users, can result in unauthorised personnel having access to Your Account and

potentially doing harm to You. Accordingly, You agree to maintain accurate Account information by providing updates to Intermedia promptly, but no later than three (3) business days, when any of Your Account information requires change, including any relevant Account contact information for Your employees, subcontractors or Account administrators. Failure by You, for any reason, to respond within three (3) business days to any inquiries made by Intermedia to determine the validity of information provided by You will constitute a material breach of this Agreement. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any Intermedia account or any portion thereof, including Your Account, Intermedia will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, Intermedia may immediately suspend, alter or terminate any relevant account, including Your Account, or any portion thereof. You will reimburse Intermedia for any legal and other fees incurred with respect to any dispute regarding control or ownership of Your Account or Your Data or the same of another Intermedia customer. You acknowledge and agree that (i) the legal owner of all Data on the Account is You (the counterparty to this Agreement), and not any individual Administrative User, including any Account contact registered with Intermedia, regardless of any administrative designation (e.g., Administrator, Billing Contact, Owner, etc.); (ii) You will provide Intermedia with any documentation it reasonably requests to establish ownership and rights to Your Account and any related Data; and (iii) any Administrative User identified by You as an administrator with respect to Your Account has the authority to bind You to any amendments, modifications or acknowledgements related to the Services and/or Voice Services.

2.2. Account Security and Activity. You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Access Information, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify Intermedia immediately of any unauthorised use of Your Account, Access Information or any other actual or potential breach of security. You acknowledge and agree that Intermedia will not be liable for any loss that You may incur as a result of any party using Your Access Information, either with or without Your knowledge and/or authorization. You further agree that You may be held liable for losses incurred by Intermedia, any Intermedia Party or another party due to any party using Your Access Information. Intermedia strongly recommends that You keep Your Access Information in a secure location, take precautions to prevent others from accessing it and change it when

necessary to maintain its confidentiality and security. **Intermedia specifically disclaims all liability for any activity in Your Account, whether authorised by You or not.**

2.3. Expenses. You are solely responsible for any and all marketing, advertising and other costs and expenses of Your office, employees and activities that You undertake in connection herewith.

2.4. Restrictions on Use. You agree that the intellectual and other property made available by Intermedia to Partner in connection with the parties' performance of this Agreement (the "Intermedia Property") contains trade secrets and other valuable confidential and/or proprietary information belonging to Intermedia and/or its licensors. You shall not (i) rent, lease, encumber, pledge, lend, copy, make available or distribute the Intermedia Property, except as expressly permitted by this Agreement; (ii) disclose the Intermedia Property to any third party (except for marketing materials that are intended to be distributed), (iii) alter, or permit the alteration of any Intermedia Property (except for marketing materials that are intended to be altered or customised); (iv) copy, or permit the copying or distribution of any Intermedia Property; (v) knowingly take any action that jeopardises Intermedia's proprietary rights in any Intermedia Property; (vi) acquire or seek to acquire any ownership interest in or to any Intermedia Property; (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any Intermedia Property; or (viii) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Intermedia Property or that appear during use of any Intermedia Property. All Intermedia Services and Intermedia Property are the exclusive property of Intermedia. Except as expressly provided herein, nothing in this Agreement shall be interpreted as granting to You or any other person or Entity, any right, title, or interest in or to any Intermedia Property. You acknowledge and agree that You do not own any right, title or interest in any of the Services (including intellectual property therein) and that You will not market the Services using Intermedia product names or trademarks in a misleading way. For purposes of URLs, keywords, ad words, or any other efforts used for search engine optimization or other marketing purposes, if You use Intermedia trade names or product names (including white-labeled product names (e.g., "Elevate")), then You must use such Intermedia trade names and/or product names in combination with Your own trade or company name (e.g., www.[partner-name]elevate.co.uk) to avoid confusion in the marketplace between Your offerings and either Intermedia's offerings or the offerings of other Intermedia resellers. You shall avoid deceptive, misleading, or confusing practices that might be

detrimental, directly or indirectly, to Intermedia (including without limitation (a) marketing activities that include only Intermedia's white-labeled product names (by themselves or only with other generic industry terms), without any reference to your company's name, and/or (b) using one or more of Intermedia's white-labeled product names as your company name). Intermedia has the right to review, monitor and audit Your use of Intermedia's intellectual and other property to ensure Your compliance with these requirements.

2.5. Third Party Beneficiary. You acknowledge and agree that (i) Intermedia shall be deemed to be a third party beneficiary of the End User MSA and (ii) You shall use Your reasonable efforts at Your own expense to assist Intermedia in enforcing the terms of the End User MSA.

2.6. Non-Conforming or Interfering Use of Services and/or Voice Services; Privacy Policy. If Intermedia determines that the use of Services and/or Voice Services by You or Your End Users (i) fails to conform with the terms and conditions of this Agreement (including any Intermedia policy), or (ii) interferes with Intermedia's ability to provide the Services and/or Voice Services to You, Your End Users or Intermedia's other partners, resellers and/or customers, then Intermedia may immediately suspend the Services and/or Voice Services to the non-conforming or interfering party (whether Partner or Partner's End User) until such non-conformity or interference is cured. You acknowledge and agree that the terms of Intermedia's Privacy Policy shall apply to the Data of You and Your Administrative Users and the Data (as defined in the End User MSA) of your End Users.

2.7. Failure of a Line Test. With respect to Voice Services, if a specific customer location fails a "line test" as part of the installation process, and the customer is unable or unwilling to upgrade the data circuit, router, switch or faulty component responsible for the failure, Intermedia reserves the right to cancel the order for such site.

3. TERM AND TERMINATION.

3.1. Reseller Contract Term. This Agreement shall be effective from Your acceptance of this Agreement (or a previous version of Intermedia's service agreement) and shall continue until the earlier to occur of (a) Your termination of Your Account in accordance with the instructions set forth in Intermedia's administrative control panel or (b) a termination of this Agreement by either You or Intermedia in accordance with the terms of this Agreement ("Agreement Term").

3.2. End User Schedule Term. When You purchase Services and/or Voice Services from Intermedia for resale to an End User, a Schedule will be activated specific to such purchase, setting forth the

contract term and other terms and conditions with respect to such purchase. The term of each Schedule ("Schedule Term") shall be an initial term with a duration to be agreed to between You and Intermedia (which need not be the same as the initial term agreed to by You and the End User) (e.g., one month, one year or some other mutually agreed-upon period) (a "Schedule Initial Term"), followed by renewal periods with a duration to be agreed to between You and Intermedia (which, again, need not be the same as the renewal term agreed to by You and the End User) (a "Schedule Renewal Term"). Termination of this Agreement shall not relieve either party from fulfilling its obligations prior to such termination.

(a) Monthly Plan – End User Schedule Term. For an End User "Monthly Plan" with Intermedia, the Schedule Initial Term is the period from the creation date of the chargeable item or items under the applicable Schedule, through the remainder of that calendar month. A Schedule Renewal Term for an End User Monthly Plan is defined as one (1) calendar month beginning at the end of the Schedule Initial Term and each subsequent calendar month thereafter.

(b) Extended Schedule Plan – End User Schedule Term. For an End User Extended Schedule Plan (where an "Extended Schedule Plan" is defined as any End User plan with a Schedule Initial Term of six (6) months or longer), the Schedule Initial Term of the Schedule is the period from the creation date of the chargeable item or items under the applicable Schedule through the remainder of that calendar month and continuing through the next six (6) calendar months (for example, an Annual Plan that begins April 14 will continue until October 31 of that year), or such longer Schedule Initial Term as the parties have agreed in writing. A Schedule Renewal Term for an Extended Schedule Plan is defined as the six (6) month period (or, if You and Intermedia have agreed to a Schedule Initial Term greater than six (6) months, the Schedule Renewal Period is equal to the duration of that Schedule Initial Term) beginning at the end of the Schedule Initial Term and each subsequent period of equal duration thereafter, unless the parties agree otherwise.

(c) Automatic Renewal. Each Schedule will renew automatically at the end of the then-current Schedule Term for a Schedule Renewal Term unless terminated in accordance with this Agreement by either You or Intermedia.

3.3. End User Schedule Termination by You.

(a) Monthly Plan. For a Monthly Plan. You

may terminate any Schedule for any reason by following the termination procedure located within the "Account" section of the administrative control panel prior to the beginning of any Schedule Renewal Term. If You terminate a Monthly Plan prior to the end of the then-current Schedule Initial Term or Schedule Renewal Term (as applicable, the "Term"), Intermedia will not be required to refund to You any fees already paid, unless otherwise set forth in the applicable Schedule, and You shall pay all unpaid amounts for Services provided until the effective date of termination and any third party cancellation/termination charges related to the installation and/or termination of Services and the non-recurring charges for any cancelled Services.

(b) Extended Schedule Plan. For an Extended Schedule Plan, You may terminate any Schedule for any reason by following the termination procedure located within the Account section of the administrative control panel at any time for Intermedia to terminate the applicable Services and/or Voice Services. If such a termination is effective prior to the end of the then-current Term, You will incur a fee that is equal to the sum of (i) all unpaid amounts for Services provided until the effective date of termination, plus (ii) any third party cancellation/termination charges related to the installation and/or termination of Services, plus (iii) 100% of the minimum monthly recurring charges that would have been incurred for each of the remaining months of the Term. The early termination fee is not a penalty. It is an estimate of liquidated damages suffered by Intermedia as a result of Your early termination of the Services.

(c) Refunds/Fees for Termination by You. Fees for non-recurring Services and/or Voice Services and set up fees will not be refunded. Any fees previously waived may be reinstated and discounts applied may be reversed if You terminate the account during the Schedule Term or if You breach this Agreement, including any Schedule.

3.4. Termination by Intermedia.

(a) 90-Day Termination. Intermedia may terminate this Agreement or any Schedule for any reason by providing ninety (90) calendar days' notice. If Intermedia terminates this Agreement pursuant to this Section 3.4(a), then all Schedules will terminate at the end of the ninety (90) day notice period. If Intermedia terminates any Schedule pursuant to this Section 3.4(a), then (i) for a Schedule with a Monthly Plan, if the effective termination date occurs prior to the end of the then-current Schedule Term, Intermedia will refund (or

refrain from charging You) the pro rata monthly fees for the month in which Services and/or Voice Services terminate and (ii) for a Schedule with an Annual Plan, Intermedia will refund (or refrain from charging You) the monthly fees for the month in which Services and/or Voice Services terminate. For Schedules with either a Monthly Plan or an Extended Schedule Plan, if Intermedia terminates this Agreement or any Schedule pursuant to this Section 3.4(a), Intermedia will not charge You monthly fees for any month following the month in which Intermedia terminates this Agreement, including any Schedule.

(b) Immediate Termination. Intermedia may terminate this Agreement, including any Schedule (or suspend Your Account), immediately for any of the following reasons:

(i) Any material breach of this Agreement, including any Schedule, by You, as determined by Intermedia in its sole discretion, including, but not limited to, failure to make any payment when due, violation of the AUP or any other Intermedia policy or procedure applicable to the Services and/or Voice Services as notified to You from time to time, which remains uncured beyond thirty (30) days after notice by Intermedia; or

(ii) If Your use of the Services and/or Voice Services results in, or is the subject of, actual or potential legal action or threatened legal action, against Intermedia or any of its affiliates, vendors, partners, representatives or customers, which remains uncured beyond fourteen (14) days after notice by Intermedia, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit.

(c) Termination or Suspension of Users. In lieu of terminating or suspending Your entire Account, Intermedia may suspend Your Account or terminate or suspend individual users.

3.5. No Refunds; Further Payment Due. If Intermedia terminates this Agreement or any Schedule pursuant to Section 3.4(b), (i) Intermedia will not refund to You any paid fees and (ii) You will be liable for any payment that would have been due had You terminated pursuant to Section 3.3.

3.6. Following Termination. Termination will not cancel or waive any fees owed to Intermedia or incurred prior to or upon termination. You agree that Intermedia may charge such unpaid balance to Your Account on file or otherwise bill You for such unpaid balance. Upon termination, You must promptly uninstall all software provided by Intermedia in

connection with this Agreement and will promptly return to Intermedia or (at Intermedia's request) destroy all copies of all materials supplied by Intermedia pursuant to this Agreement, including without limitation all Confidential Information, Intermedia Products, customer lists, lists of sales and marketing personnel, marketing and promotional brochures and sales kits, or certify to Intermedia in writing, over the signature of a duly authorised representative of such party, that it has done so. All of Your Data will be irrevocably deleted promptly (as soon as fourteen (14) calendar days) following the termination of this Agreement or the applicable Schedule, including but not limited to, databases, contacts, calendars, e-mail, website content and any other Data hosted by Intermedia. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Intermedia will not be responsible for any loss of Your Data, or any damages arising from the deletion of Your Data following termination of the Services and/or Voice Services.

3.7. Effects of Termination. Termination of this Agreement by either Intermedia or You in accordance with the terms of this Agreement will be without prejudice to the terminating party's other rights and remedies under or in connection with this Agreement, both at law and in equity.

4. FEES, PAYMENT AND EXPENSES.

4.1. Fees. You agree to pay the fees ("Service Fees") set out in Intermedia's administrative control panel for the Services (e.g., the Partner Portal), as such page is amended by Intermedia from time to time in its sole discretion upon thirty (30) days' prior notice to You. Notwithstanding anything to the contrary set forth in any Extended Schedule Plan or Schedule, if an Intermedia vendor increases the price that it charges to Intermedia for the underlying licences or services that Intermedia delivers to You (for resale to End Users), then Intermedia shall be entitled to increase the price charged to You for such Service during the term of such Extended Schedule Plan by an amount that is proportional to the amount of such increase imposed upon Intermedia by such vendor. Additional fees may apply, such as migration and customization fees, professional services fees, out-of-pocket expenses and any other fees and/or taxes that Your End Users are responsible for, including excess use fees. All payments made to Intermedia shall be in Pounds Sterling (or any other currency as may be permitted by Intermedia).

4.2. End User Billing and Collection. You shall be solely responsible for billing Your End Users and collecting their payments. If You utilise the Intermedia payment gateway functionality to collect payments from your End Users, You assume full

responsibility for Your usage of such functionality and Intermedia is in no way responsible for the performance of the Intermedia payment gateway, your payment processor or your bank.

4.3. Intermedia Billing. Intermedia shall use commercially reasonable efforts to bill You no later than the fifth (5th) day of each month for the previous month's usage of the Services and/or Voice Services.

4.4. Unpaid Accounts. For business applications only (i.e., email and email-related services), no Service Fee shall be due to Intermedia in connection with any unpaid End User account which is (i) disabled no later than the fifteenth (15th) calendar day of the month following the month in which such account was created and (ii) terminated within fifteen (15) days after it was disabled. No Service Fee shall be due to Intermedia in connection with any reseller internal test accounts provided such accounts are marked as non-chargeable test accounts prior the end of the month in which such accounts were created and such accounts to not exceed thirty (30) days in duration.

4.5. Electronic Billing. Except as provided in Section 4.6 below, all payments hereunder shall be made by credit card or direct debit. You hereby authorise Intermedia to electronically charge Your credit card or bank account for payment for the Services and/or Voice Services. You hereby authorise Intermedia to (i) make such charges as necessary for payment of current and outstanding bills and invoices, and recurring fees; (ii) make additional attempts to charge should the initial attempt fail; and (iii) in the event that You provide Intermedia with different credit card information to correct any failure, act upon Your instructions, whether by phone, in writing, or by other means, that Intermedia reasonably believes to be genuine.

4.6. Invoice Billing. Acceptance into Intermedia's invoice program shall be at Intermedia's sole discretion. Upon approval by Intermedia, you may be allowed to pay on an invoice basis, and Intermedia will issue You an invoice within the first five (5) days of each calendar month for the prior month's charges. Each monthly invoice shall include an invoice processing fee of fifteen Pounds Sterling (£ 15.00). Payment by cheque or wire must be received by the fifteenth (15th) calendar day of the month in which the invoice is sent. All such payments shall be made in Pound Sterling (or any other currency as may be permitted by Intermedia). Payments may not be made by any other means without the prior written consent of Intermedia. Should any cheque from you not be honored by the relevant financial institution, a returned check fee in the amount of the lesser of fifteen Pounds

Sterling (£ 15.00) or the maximum amount allowed by law, will be assessed.

4.7. Late Payment. In the event that Intermedia does not receive payment by the fifteenth (15th) calendar day of the month for which the payment is due, Intermedia shall have the right to assess a late payment fee, equal to the greater of the amount of (a) interest calculated at the lesser of eighteen percent (18%) per year or, if less, the maximum interest rate permitted by English law; or (b) twenty-five Pounds Sterling (£ 25.00). Such interest shall accrue on a daily basis from the applicable due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. You will pay all collection/recovery costs incurred by Intermedia (including, without limitation, reasonable legal fees). In the event of late payment(s) on Your account, Intermedia, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or terminate the Services and/or Voice Services to You and Your End Users.

4.8. Fees for Additional Services and/or Voice Services. You agree to pay Intermedia's current rates and expenses, including the cost of Intermedia's vendors, for any requests related to information retrieval, subpoenas, consulting and advisory services or similar work.

4.9. Service Continuation. In the event that (a) You fail to pay any outstanding amounts within sixty (60) days of any uncontested amount due or (b) Your End User accounts experience excessive churn, Intermedia shall have the right, at its sole discretion, to assume, or reallocate to another reseller, ownership of and responsibility for any customer accounts for which payments are due. In this event, these accounts would be branded, billed and supported directly by Intermedia. In such situation, You agree to provide cooperation, as requested by Intermedia, with respect to the conversion and transition of the customer accounts to Intermedia or such other reseller, as applicable (including without limitation providing Intermedia-approved communication to the impacted customers and providing Intermedia with all information reasonably necessary to facilitate the conversion and transition of the customer accounts). Notwithstanding the conversion of such accounts pursuant to this Section 4.9, You shall nonetheless remain liable for all unpaid and outstanding amounts owed by You to Intermedia for all transactions taking place under this Agreement prior to such conversion.

4.10. Bill Disputes. You will notify Intermedia of any dispute relating to charges billed to Your Account by submitting a Billing Dispute Notification Form (available through Intermedia's customer

service) to Intermedia within sixty (60) days of the date the disputed charges appeared on Your Account. The existence of a dispute will not relieve You from paying any and all amounts billed hereunder. You waive all rights to dispute any charges not disputed by written notice as required above.

4.11. Electronic Billing and Documentation. All billing and other documentation regarding the Services may be provided electronically ("Electronic Documentation"). You acknowledge and agree that You are able to view all Electronic Documentation and consent to receiving Electronic Documentation and decline to receive hard copies of any such materials. You agree to receive all such communications in the English language.

5. MODIFICATION OF TERMS.

Intermedia may update, amend, modify or supplement the terms and conditions of this Agreement (including without limitation any Schedules, any SLAs, the AUP, the DPA, and the Privacy Policy) from time to time upon notice to You. At any time, You can review the most current version of this Master Service Agreement, any Schedules, any SLAs, the AUP, the DPA, and the Privacy Policy at <http://www.intermedia.co.uk/legal>, and You can also review the most current version of the DPA at any time in Intermedia's Administrative Control Panel. Your continued use of Your Account or the Services after Intermedia posts a new version of the Agreement will be conclusively deemed to be acceptance by You of any such new version.

6. LIMITED WARRANTY; LIMITATION OF DAMAGES.

6.1. **Nothing in this Agreement shall exclude either party's liability:**

(a) **for death or personal injury caused by that party's negligence;**

(b) **any fraud or fraudulent misrepresentation; or**

(c) **to the extent such limitation or exclusion is not permitted by UK law.**

6.2. Intermedia provides Services and/or Voice Services "as is," except as otherwise specifically set forth in the applicable SLA. You expressly agree that the resale and/or use of Services and/or Voice Services is at Your sole risk. To the fullest extent permitted by applicable law, Intermedia and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors expressly disclaim all warranties of any kind, whether express, implied, statutory, or otherwise, oral or written, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

You hereby agree that the terms of this Agreement (including any Schedule) shall not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this Agreement (including any Schedule).

6.3. Intermedia and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, loss of goodwill, business interruption, loss of anticipated savings, loss of programs or information, loss or corruption of data or information, and the like, in connection with any claim arising under or in connection with this Agreement or the Services and/or Voice Services provided hereunder, whether based on breach of contract, fundamental breach, tort (including negligence), product liability, or otherwise, and whether or not Intermedia or any Intermedia Party has been advised of such damages or their possibility. Some jurisdictions do not permit exclusion or limitation of liability for all types of damages, so the preceding exclusions may not apply to all parties; in such jurisdictions, and only such jurisdictions, the liability is limited to the fullest extent permitted by law. Intermedia will not be liable for any harm that may be caused by access by You or Your End Users to application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, viruses and similar mechanisms.

6.4. Subject to Section 6.1, You agree that the total liability of Intermedia and the Intermedia Parties and Your sole remedy for any claims (i) regarding the Services and/or Voice Services for which a remedy is set forth in the SLA is limited to the credits set forth in the applicable SLA; and (ii) regarding the Services and/or Voice Services, other than those specifically described in clause (i) of this Section 6.4, is limited to the lesser of (a) one thousand Pounds Sterling (£ 1,000) and (b) the prior one (1) month of Service Fees paid under this Agreement by You to Intermedia. You further agree that You will limit the liability of Intermedia in Your agreements with End Users to conform with this Section 6.4.

6.5. In the case of translated or otherwise customised versions of the Services and/or Voice Services that have been enabled by You, Intermedia may, in its sole direction and without notice, update, revise or amend the Services and/or Voice Services, in which case, the Services and/or Voice Services provided to your End Users may contain text that does not reflect the corrected or updated text of the Services and/or Voice Services provided to Intermedia's direct

end users. You shall be responsible for notifying Your End Users of any such changes or discrepancies. Intermedia is not responsible for updating or supporting any translated text. For purposes of clarification, Intermedia owns and retains all rights (including without limitation copyright and other intellectual property rights) in any such translated materials.

7. INDEMNITY.

7.1. You shall defend, indemnify, save, and hold Intermedia and the Intermedia Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against them that may arise or result from (i) Your breach of this Agreement and/or of any license related to the Services and/or Voice Services, (ii) Your failure to comply with Section 1.3 of this Agreement, (iii) Your negligence or willful misconduct or any of Your services or products and any act or omission taken by You in connection with Your purchase and/or resale of Services and/or Voice Services hereunder, and (iv) any action or claim brought by End Users or third parties, including but not limited to, Governmental Authorities, related to the Services and/or Voice Services, including but not limited to, any action taken by Intermedia with respect to Sections 1.3 and 10.17 of this Agreement.

7.2. Intermedia will, at its own expense, defend or at its option settle, any claim brought against You by a third party on the issue of infringement of any copyright, patent, or trademark of that third party, in each case by the "Intermedia Technology," as defined below in this Section 7.2; provided that You provide Intermedia with (i) prompt written notice of such claim; (ii) control over the defense and settlement of such claim; and (iii) proper and full information and assistance to settle and/or defend any such claim. In the event of any claim for which Intermedia may be obligated to defend or settle in accordance with this Section 7.2, Intermedia may at its sole option and expense, either: (a) procure the right to use the Intermedia Technology as provided herein, (b) replace the Intermedia Technology with other non-infringing products with equivalent functionality; (c) suitably modify the Intermedia Technology so that it does not infringe, or (d) terminate this Agreement. Intermedia assumes no liability for infringement claims arising from: (1) any combination of the Intermedia Technology with products or technology not provided by Intermedia, if the infringement would not have occurred if the Intermedia Technology had not been so combined; (2) any modification of the Intermedia Technology, in whole or in part, by anyone other than Intermedia, if the infringement would not have occurred but for such modification; (3) use by You of any Intermedia Technology after Intermedia notifies You that continued use may subject You to such claim of infringement,

provided that Intermedia provides You with a replacement release of the Intermedia Technology; (4) any proprietary or intellectual property rights not expressly identified in this Section 7.2; or (5) any non-United States proprietary or intellectual property rights. "Intermedia Technology" means the software owned by Intermedia (or its affiliates or licensors) which is delivered to You in connection with Your use of the Services. This Section 7.2 sets forth the entire liability and obligations of Intermedia, and Your exclusive remedy, with respect to any actual or alleged infringement of any intellectual property or proprietary right by the Services. The terms of this Section 7.2 are subject to the limitations of Section 6.

8. CONFIDENTIALITY AND PRIVACY POLICY; DATA AND FEEDBACK.

8.1. Confidential Information. "Confidential Information" is all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data. Intermedia's Confidential Information will include the Services and/or Voice Services (and any portion thereof), the terms and conditions of this Agreement and all related forms and support records (written or electronic), as well as Intermedia's business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by Intermedia. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. You acknowledge that Intermedia, and its licensors, retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services and/or Voice Services provided by Intermedia hereunder

8.2. Protection of Confidential Information. Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to

disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.

8.3. Use and Disclosure by Intermedia.

Notwithstanding the foregoing, Intermedia may use or disclose Your Data or the Data of Your End Users (as defined in the End User MSA) (a) as expressly permitted in writing by You, and (b) as expressly provided in this Agreement, including (i) in accordance with the Privacy Policy (as if such Data were "Information" as defined under the Privacy Policy), and (ii) to access such Data to provide the Services and/or Voice Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

8.4. Authorization of Use and Disclosure.

The Receiving Party may disclose Confidential Information to the extent required to comply with binding orders of governmental entities that have jurisdiction over it; provided however that, to the extent permitted to do so, the Receiving Party gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy and discloses only such Confidential Information as is required by the governmental entity. You expressly authorise, acknowledge and agree that Your Data and the Data (as defined in the End User MSA) of Your End Users is subject to the Privacy Policy and that Intermedia may act in accordance with the Privacy Policy in connection with providing the Services and/or Voice Services or when otherwise necessary.

8.5. Filtering. Intermedia may employ various filtering methods to reduce unwanted content, such as SPAM e-mail or calls, from reaching Your Company Account. You acknowledge and agree that such methods may prevent legitimate content or communications from reaching Your Account and that Company will not be liable therefor.

8.6. Feedback. Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to Company by You or Your Users in connection with the Services shall be collectively deemed "Feedback." You agree to grant and hereby grant to Company a perpetual, transferable, irrevocable, royalty-free, worldwide license (with the right to grant and authorise sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.

9. TAXES AND INVOICING.

9.1. General.

(a) Responsibility. Each party will be responsible for taxes based on its own capital and net income, revenue-based taxes, employment taxes pertaining to its own employees, and for taxes on any

property it owns.

(b) Withholding and Other Taxes. You may withhold taxes from payments to Intermedia only with Intermedia's prior and specific written consent. In the event of any such withholding, (i) You will make payment to Intermedia of the amount owing on the invoice, less a deduction for such tax withheld, which amount will be remitted to the relevant tax authority; (ii) Payments of the net sum to Intermedia and the withholding tax to the relevant tax authority constitute, for purposes of this Agreement, full settlement of the amount owing under the invoice; and (iii) You will provide Intermedia with a valid receipt for such tax withheld from the relevant tax authority within sixty (60) days of payment of the applicable invoice. You are responsible for the payment of all other taxes imposed by any governmental authority in connection with Your resale of the Services and/or Voice Services under this Agreement.

(c) You agree to reasonably assist Intermedia by providing necessary data or documentation: (i) in the event Intermedia is audited by tax authorities or a claim for refund is filed against Intermedia and Intermedia requires certain affirmations or confirmations from You to respond to taxing authority and/or End Users; and (ii) necessary to complete Intermedia's own tax returns including transaction tax returns (sales and telecommunication tax returns) and income tax returns.

(d) The Services may, in certain jurisdictions, be subject to sales, value added, use, excise, gross receipts, goods and services, rental, privilege, and other transaction-based taxes (collectively, "Sales Taxes"). **All Sales Taxes that apply to Your resale of the Services to Your End Users are solely Your responsibility to calculate, bill, collect and remit to applicable governmental authorities.**

9.2. Telecommunications Invoicing.

(a) The Voice Services, which may be marketed and/or resold hereunder by You, are telecommunications services. Intermedia (which may do business as "Voice Telco Services") is deemed to be the provider (or reseller) of the applicable telecommunications services. You shall invoice End Users on behalf of Intermedia (the "Bill on Behalf Invoice"). The Bill on Behalf Invoice can be prepared on Your paper; however, the Bill on Behalf Invoice must clearly indicate, on all relevant pages of the invoice, the provider of such telecommunications services (e.g., by saying "Telecommunications services provided by Voice Telco Services" or "Billed on behalf of Voice Telco

Services”).

10. MISCELLANEOUS.

10.1. No Solicitation. During the term of this Agreement and for one (1) year after its termination, You shall not solicit or attempt to solicit, directly or indirectly, for employment or other services, any persons or entities employed or engaged by Intermedia during such period without Intermedia’s prior written approval.

10.2. Governing Law; Jurisdiction; Forum; Attorneys’ Fees. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales without regard to its conflicts of laws or its principles. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this section 10.2 shall limit the right of Intermedia to take or issue proceedings in any other jurisdiction. In any action to enforce this Agreement, including, without limitation, any action by Intermedia for the recovery of fees due hereunder, You will pay Intermedia’s reasonable attorneys’ fees and costs in connection with such action if Intermedia prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement.

10.3. Written Communications and Notice. You accept that communication from Intermedia may be electronic. Intermedia may contact You by e-mail or provide You with information by posting notices on Intermedia’s website or to Your Account. You agree to receive all such communications in the English language. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that Intermedia provides to You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2nd) business day after mailing through ordinary mail, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) the first (1st) business day after sending by email or, if from Intermedia to You, online posting. Notices to You shall be written in English and may be addressed by Intermedia to any e-mail address, postal address or facsimile number registered with Intermedia, or through means of online posting through the Services and/or Voice Services. Notices to Intermedia that are not

expressly authorised by administrative control panel under this Agreement shall be written in English and mailed to Intermedia Technologies Company Ltd., Bristol & Bath Science Park, Dirac Crescent, Emersons Green, Bristol BS16 7FR United Kingdom, or such other address as designated on Intermedia’s website from time to time.

10.4. Beta Offerings. The SLAs do not apply to any Beta Offerings. Notwithstanding anything else set forth in this Agreement, Intermedia does not make any representations or warranties regarding any Beta Offering or the integrity of any data stored in connection with any Beta Offering. You are strongly discouraged from using any Beta Offering in connection with sensitive data. Intermedia may, in its sole discretion, change or terminate any Beta Offering without notice and does not represent or warrant the result of any such action. Intermedia may, in Intermedia’s sole discretion, convert any Beta Offering to a paid service upon notice to You. To avoid incurring increased charges following such a conversion, You must terminate (i) the individual converted service (if possible) by contacting Intermedia as directed in the conversion notice, or (ii) if You subscribe to no other services under Your Account, the entire Account, pursuant to Section 3 of this Master Service Agreement.

10.5. Authority, Age and Capacity. The individual accepting this Agreement on behalf of You represents and warrants that he/she has the authority to bind You to this Agreement. You hereby represent and warrant that You and any person to whom You grant access to Your Account have reached the older of (i) the age of eighteen (18) and (ii) the age of majority in Your jurisdiction, and that You are not subject to a limitation on Your ability to enter into this Agreement.

10.6. Severability. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

10.7. Waiver. No waiver by Intermedia of any breach by You of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

10.8. Assignment. No benefit or duty of You under this Agreement will, without the consent of

Intermedia, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. Intermedia may assign, transfer, subcontract or otherwise deal with any of its rights or obligations under this Agreement without Your consent and without notice.

10.9. Fair Interpretation, Headings. This Agreement reflects terms that are mutually agreeable to the parties. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party based on draftsmanship of the Agreement or otherwise. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.10. Force Majeure. Except for monetary obligations, neither party shall be liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay is caused by reason of Force Majeure Event. "Force Majeure Event" is any cause beyond a party's reasonable control or anticipation, including, without limitation, acts of war, acts of god, terrorism, pandemic, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the Internet or other reason that is beyond a party's reasonable control or anticipation.

10.11. Survival. The preamble, "Definitions" and Sections 2, 3, 4, 5, 6, 8, 9 and 10 of this Master Service Agreement will survive termination.

10.12. Entire Agreement; Third Party Beneficiaries. This Agreement, including any Schedules, constitutes the entire agreement for provision of the Services and/or Voice Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and Intermedia with respect to the Services and/or Voice Services. You understand and agree that (i) Intermedia and You may include, as the sole third party beneficiaries of this Agreement, the Intermedia Parties, and (ii) in the event of any breach of this Agreement or any Schedule, such Intermedia Parties shall have all rights and remedies available to them as if they were parties to this Agreement, including claiming the benefit of Section 8.

10.13. Independent Parties. Nothing contained in this Agreement shall be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither party is, by virtue of this Agreement or otherwise, authorised as an

agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other party in any manner.

10.14. Publicity and Advertising. Except as required by law, You shall not make any public statement, such as advertisements, marketing materials, or press releases, referring to the existence or terms of the Agreement, or the relationship memorialised by the Agreement, without the prior written approval of Intermedia.

10.15. Regulatory Changes. If a regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of materially increasing the cost to provide Services and/or Voice Services hereunder or canceling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement") then this Agreement shall be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with such Regulatory Requirement. Should the parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then, upon written notice, either party may, to the extent practicable, terminate that portion of the Agreement impacted by the Regulatory Requirement.

10.16. Contracts (Rights of Third Parties) Act 1999. Subject to Section 10.12, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The parties hereto may terminate, rescind or vary this Agreement in accordance with the terms set forth herein without the consent of any other third party.

10.17. Compliance with Law; Anti-Bribery Provisions. You acknowledge and understand that You must, and agree that You will, comply fully with the laws of all applicable jurisdictions, including without limitation the any applicable anti-bribery and anti-corruption laws, in connection with the performance of Your duties hereunder. In carrying out Your responsibilities under this Agreement, You and Your owners, officers, directors, employees and agents have not and will not pay, offer, or promise to pay, or authorise the payment, directly or indirectly, of any money, gift or anything of value to any government official (as defined in the applicable law or regulation) for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to any person (any such payment, a "Prohibited Payment"). You are not and will not become owned wholly or in part by the government, any agency

or instrumentality thereof, or any Government Official during the term of this Agreement without the prior written approval of Intermedia. Intermedia shall have the right to audit You in order to satisfy that no breach of this Section 10.17 has occurred, and You shall cooperate fully in any audit conducted by or on behalf of

Intermedia. In the event that Intermedia determines, in its sole discretion, that You have breached any of the representations, warranties or covenants in this Section 10.17, Intermedia shall have the right to terminate this Agreement immediately upon written notice to You.

APPENDIX 1 -- SAMPLE AGREEMENT. NOT BE RELIED UPON OR USED WITHOUT SEEKING LEGAL ASSISTANCE. INTERMEDIA TECHNOLOGIES COMPANY LTD. MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT AND THIS DOCUMENT IS A SAMPLE THAT NEEDS TO BE REVIEWED AND/OR REVISED BY YOUR LEGAL COUNSEL.

CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COMPANY. ONLY AN AUTHORISED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU DO NOT HAVE PERMISSION TO USE COMPANY SERVICES AND DO NOT HAVE ANY OTHER OF THE RIGHTS SET FORTH BELOW.

This Master Service Agreement (this “MSA”) is entered into between the service provider (“Company”) and customer (“You”).

You are not required to purchase voice services from Company nor from any of its affiliates. If You elect to purchase voice services under this MSA, please be advised of the following: (i) voice services will be provided through Company’s affiliate; (ii) Your acceptance of, and agreement to, the terms of this MSA also constitutes your acceptance and acknowledgement of, and agreement to, (A) the important disclosures, notices and disclaimers contained in Attachment 1 to this MSA related to Emergency Services calling and service and (B) the terms of the Schedule(s) and related documents provided or made available to You (by Company or by Company’s affiliate); and (iii) the terms and conditions of this MSA, as well as the terms and conditions in Company’s affiliate’s Schedules and related documents, will apply to the services you receive from Company’s affiliate. If You instead choose to purchase voice services through an unrelated third party, this MSA will not govern the provision of any services provided by such third party, and such third-party-provided voice services are used at Your sole risk and pursuant to the terms and conditions you enter into with such third party.

Any of the following actions constitutes Your agreement, without limitation or qualification, to be bound by, and to comply with, the terms of this Agreement: (i) registering for Service on Company’s web page or portal and selecting “I Accept” as part of the registration process, (ii) ordering Service from Company’s personnel and providing them with Your credit card number or other billing information, or (iii) use of the Services by You or Your Users.

You agree to be bound by all of the terms and conditions of (i) this MSA and (ii) the following:

- Company’s Privacy Policy (the “Privacy Policy”);

- Company’s Service Level Agreements for all of Company’s Services that may be sold hereunder (each, a “Service Level Agreement” or “SLA”);
- Company’s Acceptable Use Policy (“AUP”); and
- Company’s Schedules (as defined below)

All of the above referenced documents (i.e., this MSA, the Privacy Policy, the SLAs, the AUP, and the Schedules) are collectively referred to as the “Agreement.”

Each of the foregoing is expressly incorporated herein by reference and may be amended or updated from time to time by Company. Current copies of the MSA, Privacy Policy, SLAs, AUP, and product schedules are located at <http://serverdata.net/legal>.

DEFINITIONS. For the purposes of this MSA, the following definitions apply:

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

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

“Administrative User” means any of Your employees, consultants, independent contractors or customers to whom You grant administrative permission to access the Services in accordance with Company’s entitlements and procedures and this Agreement (where “administrative permission” includes, but is not limited to, the right to create, modify and delete User accounts, as well as the right to access and modify Your billing information and other functionality

available through Company's administrative control panel).

"Applicable Law" means any applicable laws, rules, regulations or interpretations of relevant Governmental Authorities or self-regulatory bodies.

"Beta Offerings" means any portion of the Services offered on a "beta" basis, as designated by Company, including but not limited to, products, plans, services, and platforms.

"Data" means all data submitted by Your Users to Company in connection with the Services, including all content, material, IP and similar addresses, recordings, messages, software, Account Information and Account-related settings.

"Governmental Authority" means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

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

"Schedule(s)" means documents (including the Service-specific product schedules located at <http://serverdata.net/legal> and the order documentation generated through Company's administrative control panel) that specifically describe the Services used by You under this Agreement, including product descriptions, the currency to be used for billing and payment, pricing, and other terms. Each Schedule shall be deemed a part of and incorporated into this Agreement.

"Sensitive Personal Data" means special categories of personal data as defined in Article 9 paragraph 1 of GDPR regulation (EU) 2016/679 or any equivalent regulation.

"Services" means Company's unified communications, telecommunications, hosting and other services, software and products, as such services, software and products that are offered by Company from time-to-time in its discretion and subscribed to, purchased by, or used by You as set forth in a Schedule.

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

"User" means any of Your employees, consultants, independent contractors or other individuals to whom You grant permission to access the Services in accordance with Company's entitlements procedures and this Agreement (including Administrative Users and end users).

"You" and "Your" means the individual or entity on whose behalf this Agreement is accepted.

1. SCOPE; ACCESS; SECURITY.

1.1. Access to Services. Subject to and in accordance with the terms of this Agreement, including any Schedules, Company grants You a non-exclusive, non-sublicensable, nontransferable, non-assignable, revocable license for the term of this Agreement to access and use the Services. Services may only be used by Your Users for internal business purposes. You agree to comply with the terms and conditions of this Agreement, including any Schedules, and with all applicable Company procedures and policies that further define use of the Services. You acknowledge and agree that the actions of any of Your Users with respect to the Services will be deemed to be actions by You and that any breach by any of Your Users of the terms of this Agreement, including any Schedule, will be deemed to be a breach by You.

1.2. Account Information and Ownership. You acknowledge that Your failure to timely update Your Account information, including authorised Administrative Users, can result in unauthorised personnel having access to Your Account and potentially doing harm to You. Accordingly, You agree to maintain accurate Account information by providing updates to Company promptly, but no later than three (3) business days, when any of Your Account information requires change, including any relevant Account contact information. Failure by You, for any reason, to respond within three (3) business days to any inquiries made by Company to determine the validity of information provided by You will constitute a material breach of this Agreement. You acknowledge and agree, and expressly consent, that in the event of any dispute regarding access to or legal ownership of any Company account or any portion thereof, including Your Account, Company will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, Company may immediately suspend, alter or terminate any relevant account, including Your Account, or any portion thereof. You will reimburse Company for any legal fees and other fees incurred with respect to any dispute regarding control or ownership of Your Account or Your Data or the same of another Company customer. You acknowledge and agree that (i) the legal owner of all Data on the Account is You (the counterparty to this Agreement) and not any individual User, including any Account contact registered with Company, regardless of any administrative designation (e.g., Administrator, Billing Contact, Owner, etc.); (ii) You will provide Company with any documentation it reasonably requests to establish ownership and rights to Your Account and any related Data; and (iii) any User identified as an Administrative User with respect to Your Account has the authority to bind You to any amendments, modifications or acknowledgements

regarding this Agreement or otherwise related to the Services.

1.3. Account Security and Activity. You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Access Information, and (ii) all activities that occur in connection with Your Account, whether initiated by You, by others on Your behalf or by any other means. You will notify Company immediately of any unauthorised use of Your Account, Access Information or any other actual or potential breach of security. You acknowledge and agree that Company will not be liable for any loss that You may incur as a result of any party using Your Access Information, either with or without Your knowledge and/or authorisation. You further agree that You may be held liable for losses incurred by Company, any Company Party, or another party due to any party using Your Access Information. Company strongly recommends that You keep Your Access Information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. **Company specifically disclaims all liability for any activity in Your Account, whether authorised by You or not.**

1.4. Non-Conforming or Interfering Use of Services; Privacy Policy. If Company determines that the use of Services by You or Your Users (i) fails to conform with the terms and conditions of this Agreement (including any Company policy), or (ii) interferes with Company's ability to provide the Services to You or Company's other customers, then Company may immediately suspend the Services to the non-conforming or interfering party until such non-conformity or interference is cured. You acknowledge and agree that the terms of Company's Privacy Policy shall apply to the Data of You and Your Users.

1.5. Failure of a Line Test. With respect to voice services, if a specific site fails a "VoIP line test" as part of the installation process, and You are unable or unwilling to upgrade the data circuit, router, switch, or faulty component responsible for the failure, Company reserves the right to cancel the order for such site.

2. TERM AND TERMINATION.

2.1. Term. This Agreement shall be effective from Your acceptance of this Agreement (or a previous version of Company's service agreement) and shall continue until the expiration or termination of all Schedules ("Agreement Term"). When You purchase Services from Company, a Schedule will be activated specific to such purchase, setting forth the contract term and other terms and conditions with respect to such purchase. The term of each Schedule ("Schedule Term") shall be an initial term with a duration to be agreed to by You and Company (e.g., one month, one year or some other mutually agreed-upon period) (a

"Schedule Initial Term"), followed by renewal periods with a duration to be agreed to by You and Company (a "Schedule Renewal Term"). Termination of this Agreement shall not relieve either party from fulfilling its obligations prior to such termination.

a. Monthly Plan Schedule Term. For a Monthly Plan with Company, the Schedule Initial Term is the period from the date of Your acceptance of the Schedule through the remainder of that calendar month. The Schedule Renewal Term for a Monthly Plan is defined as one (1) calendar month beginning at the end of the Schedule Initial Term and each subsequent calendar month thereafter.

b. Annual Plan Schedule Term. For an Annual Plan with Company, the Schedule Initial Term is the period from the date of Your acceptance of the Schedule through the remainder of that calendar month and continuing through the next twelve (12) calendar months (for example, an Annual Plan that begins April 14th will continue until April 30th of the following year), unless the parties have agreed in writing to a longer term. A Schedule Renewal Term for an Annual Plan is defined as the twelve-month period beginning at the end of the Schedule Initial Term and each subsequent twelve-month period thereafter.

c. Automatic Renewal. Each Schedule will renew automatically at the end of the then-current Schedule Term for a Schedule Renewal Term unless terminated in accordance with this Agreement by either You or Company.

2.2. Termination by You.

a. Monthly Plan. For a Monthly Plan, You may terminate any Schedule for any reason by following the termination procedure located within the Account section of the administrative control panel prior to the beginning of any Schedule Renewal Term. If You terminate a Monthly Plan prior to the end of the then-current Schedule Term or Schedule Renewal Term (as applicable, the "Term"), Company will not be required to refund to You any fees already paid, unless otherwise set forth in the applicable Schedule, and You shall pay all unpaid amounts for Services provided until the effective date of termination and any third party cancellation/termination charges related to the installation and/or termination of Services and the non-recurring charges for any cancelled Services.

b. Annual Plan. For an Annual Plan, You may terminate any Schedule for any reason by following the termination procedure located within the Account section of the administrative control panel at any time. If such a termination is effective prior to the end of the then-current Schedule Term, You will incur a fee that is equal to the sum of (i) all unpaid amounts for Services provided until the effective date of termination, plus (ii) any third party cancellation/termination charges related

to the installation and/or termination of Services, plus (iii) 100% of the minimum monthly recurring charges that would have been incurred for each of the remaining months of the Term. The early termination fee is not a penalty. It is an estimate of liquidated damages suffered by Company as a result of Your early termination of the Services.

c. Refunds/Fees for Termination by You. Fees for non-recurring Services and set up fees will not be refunded. Any fees previously waived may be reinstated and any discounts or rebates applied may be reversed if You terminate the account during the Schedule Term or if You breach this Agreement, including any Schedule.

2.3. Termination by Company.

a. 30-Day Termination. Company may terminate this Agreement or any Schedule for any reason by providing thirty (30) calendar days' notice. If Company terminates this Agreement pursuant to this Section 2.3(a), then all Schedules will terminate at the end of the thirty (30) day notice period. If Company terminates any Schedule pursuant to this Section 2.3(a), then (i) for a Schedule with a Monthly Plan, if the effective termination date occurs prior to the end of the then-current Schedule Term, Company will refund (or refrain from charging You) the pro rata monthly fees for the month in which Services terminate and (ii) for a Schedule with an Annual Plan, Company will refund (or refrain from charging You) the monthly fees for the month in which Services terminate. For Schedules with either a Monthly Plan or an Annual Plan, if Company terminates this Agreement, including any Schedule, pursuant to this Section 2.3(a), Company will not charge You monthly fees for any month following the month in which Company terminates this Agreement, including any Schedule.

b. Immediate Termination. Company may terminate this Agreement, including any Schedule, (or suspend Your Account) immediately for any of the following reasons:

1) Any material breach of this Agreement, including any Schedule, by You, as determined by Company in its sole discretion, including, but not limited to, failure to make any payment when due, violation of the AUP or any other Company policy or procedure applicable to the Services as notified to You from time to time, which remains uncured beyond thirty (30) days after notice by Company; or

2) If Your use of the Services results in, or is the subject of, actual or potential legal action or threatened legal action, against Company or any of its affiliates, vendors, partners, representatives or customers, which remains uncured beyond fourteen (14) days after notice by Company, without consideration for whether such actual or potential legal

action or threatened legal action is eventually determined to be with or without merit.

c. Termination or Suspension of Users. In lieu of terminating or suspending Your entire Account, Company may suspend Your Account or terminate or suspend individual Users.

d. No Refunds; Further Payment Due. If Company terminates this Agreement, including any Schedule, pursuant to Section 2.3(b), (i) Company will not refund to You any paid fees and (ii) You will be liable for any payment that would have been due had You terminated pursuant to Section 2.2.

2.4. Following Termination. Termination will not cancel or waive any fees owed to Company or incurred prior to or upon termination. You agree that Company may charge such unpaid balance to Your Account on file or otherwise bill You for such unpaid balance. Upon termination, You must promptly uninstall all software provided by Company in connection with the Services and will promptly return to Company or (at Company's request) destroy all copies of all materials supplied by Company pursuant to this Agreement, including without limitation all Confidential Information and products, or certify to Company in writing, over the signature of a duly authorised representative of such party, that it has done so. All of Your Data will be irrevocably deleted promptly (as soon as fourteen (14) calendar days) following the termination of this Agreement or the applicable Schedule, including but not limited to, databases, contacts, calendars, e-mail, website content, and any other Data hosted by Company. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Company will not be responsible or otherwise liable for any loss of Your Data or any damages arising from the deletion of Your Data following termination of the Services.

3. FEES, BILLING, TAXES, CHARGES.

3.1. Fees. The fees initially charged upon ordering any Service will be effective for the applicable Schedule Initial Term and each Schedule Renewal Term, provided, that Company will have the right to increase these fees at any time upon thirty (30) calendar days' notice to You. Notwithstanding anything to the contrary set forth in any Annual Plan or Schedule, if a Company vendor increases the price that it charges to Company for the underlying licenses or services that Company delivers to You, then Company shall be entitled to increase the price charged to You for such Service during the term of such Annual Plan by an amount that is proportional to the amount of such increase imposed upon Company by such vendor. If You do not agree with such fee increase, You will have the right to terminate the applicable Schedule immediately upon notice received within thirty (30)

calendar days of date of notice of the fee increase. All payments made to Company shall be in Pounds Sterling (or any other currency as may be permitted by Company).

3.2. Billing and Payment Arrangements.

Company will bill You monthly for all established and recurring fees, and any applicable one-time fees in that month, including but not limited to interest, check paying program fees and returned check fees. Pro rata billing may occur throughout the course of a billing cycle for feature add-ons that You enable on your Account during any given month.

3.3. Payment by Automated Means.

a. You may view and print an invoice for Your Account using the administrative control panel made available to You. On or about the first (1st) day of each month, Company will apply the current monthly charges to Your automated payment method, the relevant information of which You entered on the billing information page in the administrative control panel. Payment by automated means includes any form of automated payment accepted by Company from time to time, including credit card, debit card, direct debit or other means.

b. You must provide Company with valid automated payment information as a condition to receive or use the Services. You are responsible for and agree to update Company with any changes to Your billing and/or automated payment information (e.g. new or updated credit card, credit card expiration date or other payment account information). **By providing Company with the automated payment information, You authorize Company to charge Your automated payment account for any amounts arising from or relating to the Services without further authorization from You.** It is Your responsibility to keep Your automated payment information up-to-date. If charges to Your automated payment account fail, Company will email a warning to Your Account billing contacts.

c. If Company is unable to successfully process Your payment by automated means by the seventh (7th) calendar day of the month for which the payment is due, Your payment will be considered late and not paid in full. Company may suspend or terminate Your Account in accordance with Section 2.3(b)(1) for failure to timely pay in full. Late payments are subject to a late-payment charge of the greater of (i) interest calculated at the lesser of (x) eighteen percent (18%) per year and (y) the maximum amount permitted by law and (ii) twenty-five Pounds Sterling (£25.00). Such interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay the interest immediately on demand. You will pay all collection costs incurred by Company (including, without limitation, reasonable attorneys' fees).

3.4. Payment by Cheque.

a. If You apply for and are accepted into Company's cheque paying program, Company will issue You an invoice within the first five (5) calendar days of each calendar month. Each invoice will include an invoice processing fee of fifteen Pounds Sterling (£15.00). Payment by cheque must be received by the fifteenth (15th) calendar day of each month. Acceptance into and continued participation in Company's cheque paying program will be at Company's sole discretion.

b. Should Your cheque not be honored, a cheque fee of the lesser of (i) fifteen Pounds Sterling (£15.00) and (ii) the maximum amount permitted by law, will be charged to Your Account. In addition, Company may require You to pay by cashier's cheque or money order.

c. If Company does not receive payment by the fifteenth (15th) calendar day of the month for which the payment is due, Your payment will be considered late and not paid in full. Company may suspend or terminate Your Account in accordance with Section 2.3(b)(1) for failure to timely pay in full. Late payments are subject to a late-payment charge of the greater of (i) interest calculated at the lesser of (x) eighteen percent (18%) per year and (y) the maximum amount permitted by law and (ii) twenty-five Pounds Sterling (£25.00). Such interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay the interest immediately on demand. You will pay all collection costs incurred by Company (including, without limitation, reasonable attorneys' fees).

3.5. Fees for Excess Use. You agree to monitor and maintain Your Accounts within all Company-specified limits and in a manner that does not disrupt the activities of Company and other Company customers and users. If Your usage exceeds the limits for Your Account or may disrupt the activities of other Company customers, You agree that Company may immediately, in its sole discretion, (i) charge You for such excess usage via Your automated payment account, or by invoice if You have been accepted into Company's check paying program, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend Your Account or terminate Your Account upon notice To You. Usage and associated charges for excess usage will be determined based solely upon Company's collected usage information. Unused monthly allotments will not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of Your Account, You will be responsible for the new costs and fees.

3.6. Taxes. In addition to Company's charges, You will be liable for all taxes, governmental fees and assessments related to fees and charges charged to You under this Agreement or otherwise in respect of Your use of the Services. Company will bill

you for any sales, usage or other taxes that apply with respect to (i) the Services that You purchase and (ii) the jurisdiction of Your billing address (or, as required, any other relevant business locations). If You are exempt from payment of such taxes, You must provide Company with an original certificate that satisfies applicable legal requirements attesting to Your tax-exempt status. Tax exemption will only apply from and after the date Company receives such certificate.

3.7. Fees for Additional Services. You agree to pay Company's then-current rates and expenses, including the cost of Company's vendors, for any requests related to information retrieval, subpoenas, consulting and advisory services, or similar work.

3.8. Bill Disputes. You will notify Company of any dispute relating to charges billed to Your Account by submitting a Billing Dispute Notification Form (available through Company's customer service) to Company within thirty (30) days of the date the disputed charges appeared on Your Account. The existence of a dispute will not relieve You from paying any and all amounts billed hereunder. You waive all rights to dispute any charges not disputed by written notice as required above.

3.9. Electronic Billing and Documentation. All billing and other documentation regarding the Services may be provided electronically ("Electronic Documentation"). You acknowledge and agree that You are able to view all Electronic Documentation and consent to receiving Electronic Documentation and decline to receive hard copies of any such materials. You agree to receive all such communications in the English language.

4. USE OF THE SERVICES.

4.1. Internal Use. You will use the Services for Your own internal business, non-residential and non-personal use. You acknowledge and agree that You will not allow any third party, including Your vendors and service providers, to access or use the Services unless such third party is allowed access for the purpose of providing authorized customer support services or in connection with Your appropriate use of the Services for Your own business purposes.

4.2. Restricted Activities. You will not (i) use any Service for any purpose outside the Service's intended scope, features, and function set, (ii) use any Service for third-party training, (iii) use any Service as an application service provider or service bureau, unless You have entered into a separate written agreement with Company to provide such services, (iv) use any Service for timesharing or rental, (v) use any Service to design software or other materials or services with similar or competitive functionality for any purpose, including distribution to third parties, (vi) except with respect to Your Data, duplicate any portion of the

Services or display, distribute, publish, or otherwise disclose any Service; (vii) use any of the Services to interface with any other service or application that is outside the scope of intended use; (viii) decompile, disassemble, or otherwise reverse engineer any portion of the Services; (ix) make any modification or interface to any Service that is not specifically authorized by Company without prior written consent of Company; (x) resell or sublicense any portion of the Services, and any purported resale or sublicense will be void; or (xi) store, maintain, or use on or through the Service any Sensitive Personal Data, unless a formal Data Processing Addendum (in a form acceptable to Company in its sole discretion), if required by applicable law, has been executed between Company and You. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Company's prior written consent. You may not, without Company's prior written consent, access the Services if You are a direct competitor of Company.

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

5. YOUR DATA; FEEDBACK.

5.1. Submission of Your Data. Any Data You provide to Company in connection with the Services must comply with the AUP. Attempting to place or transmit, or requesting placement or transmission of, Data that does not comply with the AUP will be a material breach of this Agreement. Company may, in its sole discretion, reject or remove Data that You have used or attempted to use with respect to the Services. Any Data used with respect to the Services by or through You will be free of any and all malicious code, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the Services or Company's (or its vendors') servers. You hereby represent and warrant to Company that You have the right to use any patented, copyrighted, trademarked, proprietary or other material in connection with Data that You use, post, or otherwise transfer or transmit with respect to the Services.

5.2. Public Disclosure of Data. You are solely responsible for ensuring that You do not accidentally make any private Data publicly available. Any Data made public may be publicly accessible through the internet and may be crawled and indexed by search engines or other third parties. By making any Data publicly available on any of the Services, You affirm that You have the consent, authorization or permission, as the case may be, from every person who may claim any rights in such Data to make such Data available in such manner.

5.3. Data Takedown. By making any Data publicly available in the manner aforementioned, You expressly agree that Company will have the right to block access to or remove such Data made available by You, if Company receives complaints, inquiries or notices concerning any illegality or infringement of rights in such Data. You expressly consent to determination of questions of illegality or infringement of rights in such Data by the agent designated by Company for this purpose.

5.4. Filtering. Company may employ various filtering methods to reduce unwanted content, such as SPAM e-mail or calls, from reaching Your Company Account. You acknowledge and agree that such methods (a) may prevent legitimate content or communications from reaching Your Account and/or (b) may fail to block or filter illegitimate content or communications from reaching Your Account, and that, in either such event, Company will not be liable therefor.

5.5. Control. Company is not obligated to exercise control over the content of information, including Your Data, passing through Company's network except any controls expressly provided in this Agreement.

5.6. Feedback. Any feedback, suggestions, testimonials, endorsements, information or materials conveyed to Company by You or Your Users in connection with the Services shall be collectively deemed "Feedback." You agree to grant and hereby grant to Company a perpetual, transferable, irrevocable, royalty-free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.

6. CONFIDENTIALITY AND PRIVACY.

6.1. Confidential Information. "Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data.

Company's Confidential Information will include the Services (and any portion thereof), the terms and conditions of this Agreement and any Schedules, and all related Service order forms, as well as Company's business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by Company. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. The Receiving Party may disclose Confidential Information to the extent required to comply with binding orders of governmental entities that have jurisdiction over it; provided however that, to the extent permitted to do so, the Receiving Party gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy and discloses only such Confidential Information as is required by the governmental entity. You acknowledge that Company, and its licensors, retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Company hereunder.

6.2. Protection of Confidential Information. Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective of Disclosing Party and its Confidential Information as the provisions of this Agreement.

6.3. Use and Disclosure by Company. Notwithstanding the foregoing, Company may use or disclose Your Data (i) as expressly permitted in writing by You, and (ii) as expressly provided in this Agreement, including (a) in accordance with the Privacy Policy (as if such Data were "Information" as defined under the Privacy Policy), and (b) to access Your Data to provide

the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters. You expressly consent to the foregoing use and disclosure.

7. BETA OFFERINGS.

The SLAs do not apply to any Beta Offerings. Notwithstanding anything else set forth in this Agreement, Company does not make any representations or warranties regarding any Beta Offering or the integrity of any data stored in connection with any Beta Offering. You are strongly discouraged from using any Beta Offering in connection with sensitive data. Company may, in its sole discretion, change or terminate any Beta Offering without notice and does not represent or warrant the result of any such action. Company may, in Company's sole discretion, convert any Beta Offering to a paid service upon notice to You. To avoid incurring increased charges following such a conversion, You must terminate (i) the individual converted service (if possible) by contacting Company as directed in the conversion notice, or (ii) if You subscribe to no other services under Your Account, the entire Account, pursuant to Section 2 of this MSA.

8. LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD-PARTY SERVICES.

8.1. Exclusions. Nothing in this Agreement shall exclude either party's liability:

- (a) for death or personal injury caused by that party's negligence;**
- (b) any fraud or fraudulent misrepresentation; or**
- (c) to the extent such limitation or exclusion is not permitted by UK law.**

8.2. Limited Warranty. Company provides the Services and any related products on an "as is" basis, except as otherwise specifically set forth in the applicable SLA. You expressly agree that use of the Services is at Your sole risk. To the fullest extent permitted by applicable law, Company and the Company Parties expressly disclaim all warranties of any kind, whether express, implied, statutory, or otherwise, oral or written, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You hereby agree that the terms of this Agreement, including any Schedule, will not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this Agreement, including any Schedule.

8.3. Limitation on Liability. Company and Company Parties will not be liable for any direct, indirect, incidental, special, punitive or consequential

damages (including but not limited to damages for lost profits, loss of goodwill, business interruption, loss of anticipated savings, loss of programs or information, loss or corruption of data or information, and the like) in connection with any claim arising under or in connection with this Agreement or the Services provided hereunder, whether based on breach of contract, fundamental breach, tort (including negligence), product liability, or otherwise, and whether or not Company or any Company Party has been advised of such damages or their possibility. Some jurisdictions do not permit exclusion or limitation of liability for all types of damages, so the preceding exclusions may not apply to all parties; in such jurisdictions, and only such jurisdictions, the liability is limited to the fullest extent permitted by law. Company will not be liable for any harm that may be caused by Your access to application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, viruses and similar mechanisms. Subject to Section 6.1, You agree that the total liability of Company and any Company Party and Your sole remedy for any claims (i) regarding the Services for which a remedy is set forth in the applicable SLA is limited to the credits set forth in such SLA; and (ii) regarding the Services, other than those specifically described in clause (i) of this Section 8.3, is limited to the lesser of (a) one thousand Pounds Sterling (£1,000) and (b) the prior one (1) month of Service fees paid under this Agreement by You to Company.

8.4. Other Liability. None of the Company Parties is responsible to You for any warranty provided by Company.

8.5. Third-Party Services. Company may link to or offer Third-Party Services on Company's website or otherwise through the Services; provided that this Section 8.5 does not apply to Third-Party Services that You purchase from Company. Any purchase, enabling, or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider and is subject to the terms and conditions of such Third-Party Provider. Company does not warrant, endorse or support Third-Party Services and is not responsible or liable for such Services or any losses or issues that result from Your use of such services. If You purchase, enable or engage any Third-Party Service for use in connection with the Services, You acknowledge that Company may allow providers of those Third-Party Services to access Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the

Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use, and access is outside of Company's control. Company will not be responsible or liable for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

9. OWNERSHIP AND CONTROL.

9.1. **No Transfer.** Except for rights expressly granted in this Agreement, including any Schedules Company does not transfer, or grant any rights to, any intellectual or other property or proprietary right to You. All right, title, and interest in any Service provided to You, including without limitation any copyright, trade secret and vested or potential trademark and patent rights, is solely the property of Company and its vendors and licensors. As between You and Company, all materials distributed by Company in connection with the Services will at all times remain the property of Company, and upon the request of Company or upon termination of this Agreement or any Schedule, You will promptly return any and all such materials.

9.2. **Control.** Company will have sole and complete control over, and reserves the right at any time to make changes to, the configuration, appearance, content and functionality of the Services. In addition, Company reserves the right, at any time, without prior notice, to the exercise of its sole discretion to suspend or terminate any Service for the protection of the security and integrity of the Services or other business, technical or financial considerations as determined by Company.

10. INTELLECTUAL PROPERTY PROTECTION.

Company will, at its own expense, defend or at its option settle, any claim brought against You by a third party on the issue of infringement of any copyright, patent, or trademark of that third party, in each case by the "Company Technology," as defined below in this Section 10; provided that You provide Company with (a) prompt written notice of such claim; (b) control over the defense and settlement of such claim; and (c) proper and full information and assistance to settle and/or defend any such claim. In the event of any claim for which Company may be obligated to defend or settle in accordance with this Section 10, Company may at its sole option and expense, either: (i) procure the right to use the Company Technology as provided herein, (ii) replace the Company Technology with other non-infringing products with equivalent functionality; (iii) suitably modify the Company Technology so that it does not infringe, or (iv) terminate this Agreement. Company assumes no liability for infringement claims arising from: (1) any combination of the Company Technology with products or technology not provided by Company, if the

infringement would not have occurred if the Company Technology had not been so combined; (2) any modification of the Company Technology, in whole or in part, by anyone other than Company, if the infringement would not have occurred but for such modification; (3) use by You of any Company Technology after Company notifies You that continued use may subject You to such claim of infringement, provided that Company provides You with a replacement release of the Company Technology; (4) any proprietary or intellectual property rights not expressly identified in this Section 10; or (5) any non-United States proprietary or intellectual property rights. "Company Technology" means the software of Company (or its affiliates or licensors) which is delivered to You in connection with Your use of the Services. This Section 10 sets forth the entire liability and obligations of Company, and Your exclusive remedy, with respect to any actual or alleged infringement of any intellectual property or proprietary right by the Services. The terms of this Section 10 are subject to the limitations of Section 8.

11. HARDWARE, EQUIPMENT, AND SOFTWARE.

Unless purchased from Company or one of its affiliates pursuant to a separate written agreement, You are responsible for and must provide all hardware, software, services and other components necessary to access and use the Services. Company makes no representations, warranties, or assurances that third party hardware, software, services and other components will be compatible with any Service. Company reserves the right to change or upgrade any equipment or software that it uses to provide the Services without notice to You. Company will install security patches, updates, upgrades and service packs ("**Updates**") as it determines in its sole discretion, and reserves the right, but not the obligation, to roll back any Updates. Updates may change system behavior and functionality and as such may negatively affect the Services used by You. Company cannot foresee nor be responsible or liable for service disruption or changes in functionality or performance due to Updates. Company is not responsible or liable for issues that may arise from incompatibilities between Your Data and use of the Services and any Update or hardware or software change or configuration, regardless of whether discretionary or requested.

12. INDEMNIFICATION.

You agree to defend, indemnify, save, and hold Company and the Company Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against them that may arise or result from Your use of the Services, Your breach of this Agreement (or any Schedule), or Your negligence or willful misconduct.

13. MODIFICATION OF TERMS.

Company may update, amend, modify or supplement the terms and conditions of this Agreement (including without limitation any Schedules, any SLAs, the AUP, and the Privacy Policy, from time to time by giving You notice. Such changes will take effect immediately. Any such modification may be made without the consent of You or any third party beneficiaries of this Agreement. At any time, You can review the most current version of this MSA, any Schedules, any SLAs, the AUP, and the Privacy Policy at: <http://www.serverdata.net/legal/>. **Your continued use of Your Account or the Services after Company posts a new version of the Agreement will be conclusively deemed to be acceptance by You of any such new version.**

14. MISCELLANEOUS.

14.1. Governing Law; Jurisdiction; Forum; Attorneys' Fees. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales without regard to its conflicts of laws or its principles. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this section 14.1 shall limit the right of Company to take or issue proceedings in any other jurisdiction. In any action to enforce this Agreement, including, without limitation, any action by Company for the recovery of fees due hereunder, You agree to pay Company's reasonable attorneys' fees and costs in connection with such action if Company prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement.

14.2. Written Communications and Notice. You accept that communication from Company may be electronic. Company may contact You by e-mail or provide You with information by posting notices on Company's website or to Your Account. You agree to receive all such communications in the English language. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that Company provides to You electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2nd) business day after mailing through ordinary mail, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) the first (1st) business day after sending by email or, if from Company

to You, online posting. Notices to You shall be written in English and may be addressed by Company to any e-mail address, postal address or facsimile number registered with Company, or through means of online posting through the Services. Notices to Company that are not expressly authorised by administrative control panel under this Agreement shall be written in English and mailed to Company.

14.3. Authority, Age and Capacity. The individual accepting this Agreement on behalf of You represents and warrants that he/she has the authority to bind You to this Agreement. You hereby represent and warrant that each User has reached the older of (i) the age of eighteen (18) and (ii) the age of majority in the User's jurisdiction, and that You are not subject to a limitation on Your ability to enter into this Agreement.

14.4. Severability. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

14.5. Waiver. No waiver by either party of any breach by the other party of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

14.6. Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive, i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. The parties acknowledge, confirm and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach by You or Your Users of any provision hereof, the respective rights and obligations hereunder may be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.

14.7. No Assignment. No benefit or duty of You under this Agreement will, without the consent of Company, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will

be void. Company may assign, transfer, subcontract or otherwise deal with any of its rights or obligations under this Agreement without Your consent and without notice.

14.8. Fair Interpretation, Headings. This Agreement reflects terms that are mutually agreeable to the parties. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party based on draftsmanship of the Agreement or otherwise. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

14.9. Force Majeure. Except for monetary obligations, neither party shall be liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay is caused by reason of Force Majeure Event. "Force Majeure Event" is any cause beyond a party's reasonable control or anticipation, including, without limitation, acts of war, acts of god, terrorism, pandemic, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the Internet or other reason that is beyond a party's reasonable control or anticipation.

14.10. Survival. The preamble, "Definitions" and Sections 2, 3, 4, 5, 6, 8, 9, 10, 12, 13 and 14 of this MSA will survive termination.

14.11. Independent Parties. Nothing contained in this Agreement shall be deemed to create, or be construed as creating, a joint venture or

partnership between the parties. Neither party is, by virtue of this Agreement or otherwise, authorised as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other party in any manner.

14.12. Entire Agreement; Third Party Beneficiaries. This Agreement, including any Schedules, constitutes the entire agreement for provision of the Services to You and supersedes all other prior agreements and understandings, both written and oral, between You and Company with respect to the Services. You understand and agree that (i) Company and You may include, as the sole third party beneficiaries of this Agreement, the Company Parties, and (ii) in the event of any breach of this Agreement, including any Schedule, such Company Parties shall have all rights and remedies available to them as if they were parties to this Agreement, including claiming the benefit of Section 8 of this MSA.

14.13. Contracts (Rights of Third Parties) Act 1999. Subject to Section 14.12, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The parties hereto may terminate, rescind or vary this Agreement in accordance with the terms set forth herein without the consent of any other third party.

14.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

Attachment 1
Emergency Services Calling - Disclosures, Notices and Disclaimers

IMPORTANT INFORMATION regarding calls to Emergency Services

This document provides very important information about calls to Emergency Services using the Internet phone service provided by Company, including as part of Company's Unified Communications and Cloud PBX services. This document also describes the steps that you, as a customer of this service ("You"), should take **to ensure Your safety and the safety of Your employees and visitors.**

Capitalised terms used in this document but not otherwise defined have their respective meanings set forth in the Master Service Agreement between You and Company. **Note that this document is incorporated into the terms of Your Master Service Agreement and creates a legally binding obligation on You.**

Dear Customer:

The Emergency Services calling services provided by Company differ from the emergency calling services provided by a traditional telephone company. **These differences may have an adverse impact upon the ability or timeliness of Emergency Service responders to respond to or assist You or others in the event of an emergency.** In addition, due to limitations on technology, the location reported on Your behalf by Company to the public safety dispatcher for Your telephones may not include a user's specific location within a business premise. For this reason, it is important that You carefully follow the instructions below.

As part of the process of subscribing to our Voice Services, You provide Company with the street address, city, and region/province/state ("Service Address") where You will be using Your Company voice service. However, when You dial for Emergency Service, the Emergency Services Response Center (ESRC) may not be equipped to automatically receive Your telephone number and address, and public safety dispatchers answering the call may not be able to access Your telephone number and/or registered address. Therefore, You must be prepared to supply this information during the call. Until You supply the public safety dispatchers with Your phone number and address, the dispatcher may not be able to send help, and they may not be able to call You back if the call is disconnected or dropped.

For the purposes of calls to Emergency Services, and to ensure the safety of You, Your employees, and Your visitors, You must register with Company the physical location where each user will utilise Company's service with each phone line. Company will register the physical location or Service Address that You provide as part of subscribing to Company's service. **Please note that it is Your responsibility to confirm the accuracy of Your Service Address upon initial registration, and upon any further changes, additions, or transfers of phone numbers.** You can do this by using Your online account portal. In addition, it is Your obligation to require each user to provide Company with their specific location within Your premises in the event of an emergency. It is Your responsibility to inform each user that when the user moves the device to another location, the user must inform You, and in turn, it is Your obligation to update Your registered address. It is Your responsibility to update Company promptly when You or any user changes the physical location to which service is provided. If You (or Your users) do not update location information, Your calls to Emergency Services may be directed to an emergency center near Your old address (instead of the new location), which may result in Emergency Service responders being delayed in responding, or unable to respond, to the reported emergency. You may register only one location at a time for each phone line. **To be clear, You must re-register the Service Address with Company each time the Service Address changes.** Please note that this is standard and customary practice for any Internet-based voice service, and it is designed to keep You, Your employees, and Your visitors safe in case of an emergency.

With Company's Unified Communications service, You have the ability to connect Your Voice Service to multiple devices and endpoints. Please note the following important service limitations with regard to the use of such devices or endpoints:

- While You might have access to multiple devices as part of the service on which Your telephone number would appear (office, home, desktop, mobile), only one service address is supported per telephone number.
- You must register (or instruct Company to register) the correct service address for each user's telephone number within the Company portal. Usually this address is the same as the location of Your or Your User's primary device; typically the office phone.
- Emergency calls are supported from Company's Unified Communications desktop and mobile applications or desk phone configured for use by You. Note that You or one of Your Users dialing for Emergency Services from any of these devices should be prepared to verbally share their current location with an Emergency Services operator. If You or Your User is unable to communicate his/her location to the operator, the operator may not be able to dispatch emergency services to assist You or Your User and You or Your User may not receive emergency services he/she requires in a timely manner, or at all.
- Company recommends that any emergency calls placed on a mobile device be made using the mobile phone's native dialer, instead of through the Unified Communications mobile application, as the mobile carrier infrastructure is better able to automatically obtain the caller's location information for proper routing and handling of emergency calls.

Calls to Emergency Services service over Internet-based voice service have several limitations. Such limitations, including those discussed above, may prevent You from making emergency calls and include but are not limited to any of the following:

- Loss of electrical power
- Loss of Internet connection for any reason
- Termination of Your account by your broadband ISP or by Company
- Defective or misconfigured customer premises equipment or software
- Network congestion
- Delays from updating Your registered Service Address
- Non-voice equipment, such as security systems and medical monitoring equipment
- Simultaneous use of one line with multiple pieces of equipment
- The failure of the ESRC to answer Your calls
- Failures of third parties responsible for routing emergency calls

You should advise all of Your employees, invitees, guests, visitors, and every other person who visits Your facility and/or who may make calls using the service of the limitations described above.

You acknowledge and agree that if You are not comfortable with the limitations of Company's Internet phone services with regard calls requesting Emergency Services, You should always have an alternative means of accessing Emergency Services. To ensure that You and Your Users have access to emergency services, You acknowledge and accept that it is Your sole responsibility to purchase, from a third-party separately from Company, traditional wireless or landline telephone service as a backup means of completing emergency calls. If the Service is used in a home office environment, it is not intended to be used for personal, residential, nonbusiness or nonprofessional commercial use. A home office user must provide alternative arrangements for residential emergency calls.

To check Your Emergency Service activation status, log in to Your account or contact support.