Master Services
Agreement

This Master Services Agreement (the "MSA" or "Agreement") is entered into by and between Barson Business Solutions dba VoIP Doctors ("VoIP Doctors," "us," or "we"), located at 1000 Lenola Road, Building One, Suite 104, Maple Shade, NJ 08052 and _____, located at _____("you," "your," or "Subscriber"). VoIP Doctors shall provide and the Subscriber shall pay for, the Service, as described on the attached Proposal or Service Order in accordance with this MSA. By Subscriber signature of a Service Order and this MSA, Subscriber is entering into a legally binding Agreement with VoIP for Service.

1. **Agreement Components**

The Agreement in its entirety shall consist of the terms and conditions set forth herein, the Acceptable Use Policy ("AUP"), the Privacy Policy, the Proposal, Service Order and other materials specifically referenced in this Agreement, all of which are incorporated herein by reference. In the event of an inconsistency between a term or condition contained in any component document(s) comprising the Agreement (but only to the extent of the inconsistency), including any incorporated attachments, appendices, exhibits or other documents, the order of precedence, from the most to the least controlling, shall be:

(a) Addendum to Service Order, AUP or MSA
(b) Service Order
(c) AUP
(d) the MSA
(e) the Proposal

2. Effective Date and Term.

This MSA shall become effective on the date that the Subscriber's signed Service Order is accepted by VoIP Doctors. Unless otherwise agreed to in writing by VoIP Doctors, all Services shall be provided for a minimum service term, as indicated on the Service Order.. Such term shall commence on the date upon which the service is made available for use by Subscriber even if Subscriber does not use the Service, and shall continue until the expiration of the term or until this MSA is otherwise terminated as set forth on the Service Order, whichever comes first.

3. **Availability & Service Delivery**.

(a) Availability. The Services and Equipment are offered subject to the availability of the necessary facilities, power, services, and Equipment, and subject to the provisions of this Agreement. VoIP Doctors shall not be responsible or liable in any manner for delay in installing or providing Service or Equipment ordered by Subscriber. Subscriber agrees that they meet all requirements and considerations to undertake and use the VoIP Doctor Services.

(b) Service Delivery. VoIP Doctors will notify Subscriber of the In-Service Date (Service Availability Date) which is the date when the Service has been successfully installed and is available for Subscriber's use with such installation performed either by VoIP Doctors or by the Subscriber. When VoIP Doctors makes the Service available to the Subscriber, but Subscriber is not ready to accept Service delivery or use of the Service, such billing shall commence on the In-Service Date as Customers' Service is provisioned and available for use.
Failure by Customer to use the Service commencing on the In-Service Date shall be deemed as an automatic acceptance of Service even if the Service is not used by the Customer. Unless, however Customer has provided prior written notification to VoIP Doctors before commencement of the In-Service Date.

4. General Pricing and Fees

(a) VoIP Doctors shall, itself or through one or more of its Affiliates, vendors, subcontractors or other service-providers, provide the Services ordered by Subscriber in accordance with the terms and subject to the conditions of this MSA and the Service Order. Subscriber shall be responsible for ensuring that its Internet connection, any local network equipment, hardware and software used in connection with the Services, and all related configurations, adhere to the minimum standards and technical requirements specified in applicable documentation. Service requested by Customer via a Service Order shall identify the type and quantities of Service desired, the location(s) at which Service is to be provided, the requested term of Service and such other information required by the Company to provision and invoice Service.

(b) VoIP Doctors's prices are shown in the Pricing Schedule found in the Proposal or Service Order and you will be charged based on the Plan and Options you select during the ordering process.

(i) A Subscriber who selects a "Month to Month" Plan (a "Monthly Subscriber") will pay the corresponding monthly price(s) listed on the Pricing Schedule. However, such monthly prices are subject at any time to increase to VoIP Doctors's then current prices.

(ii) A Subscriber who selects a "1, 2, or 3 Year Contract" Plan (a “Contract Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Contract Subscriber at the time of order. Such monthly prices for Contract Subscribers are guaranteed for the initial 1, 2, or 3 Year Term. Following the initial Term, a Contract Subscriber will automatically renew for subsequent 3 Year Terms at the same rate, except where such renewals are prohibited by law, or subject to an increase at VoIP Doctors's sole and absolute discretion.

(iii) In addition to regular fees set forth in the Pricing Schedule, you agree to pay all other charges, including but not limited to network usage, applicable taxes, fees and surcharges, including charges imposed against VoIP Doctors by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis and may change at any time without notice; any variations will be reflected in your monthly charge. When possible, VoIP Doctors will break out such charges on your monthly invoice.

(c) Change Orders. This Clause establishes the formal process for making modifications, additions, or deletions to the scope of Services, Service Levels, pricing, or any other material terms and conditions set forth in any existing Service Order(s) or this Master Services Agreement (collectively, "Agreement"). Any such modification shall be documented through a "Change Order."

(i) Either Party (the "Initiating Party") may propose a Change Order by submitting a written request to the other Party (the "Receiving Party") and, at a minimum, shall clearly specify:

A. A detailed description of the proposed change(s) to the Services, Service Levels, or other terms.
B. The rationale or reason for the proposed change.
C. Any anticipated impact on the existing Services, including functionality, performance, or operational procedures.
D. Any proposed adjustments to the pricing or fees associated with the Services, including one-time charges, recurring charges, or credits.
E. Any proposed adjustments to the implementation timeline or Service Levels.
F. Any requirements for the Receiving Party (e.g., resources, information, infrastructure changes).

(ii) Review and Approval Process

A. **Review Period:** Upon receipt of a Change Order proposal, the Receiving Party shall have a period of ten (10) business days to review the proposal.
B. **Acceptance or Rejection:** The Receiving Party shall indicate its acceptance by executing the Change Order, or its rejection by providing written notice to the Initiating Party. Failure to respond within the agreed review period may be deemed a rejection, unless otherwise agreed.
C. **Mutual Agreement Required:** A Change Order shall only become effective and binding upon both Parties when it is signed by authorized representatives of both Parties.

(iii) Effect of Approved Change Orders: Upon execution by both Parties, a Change Order shall be deemed an amendment to the Agreement and/or the applicable Service Order(s), and its terms shall be incorporated by reference into the Agreement. In the event of any conflict between the terms of an executed Change Order and the terms of the Agreement or an existing Service Order, the terms of the Change Order shall prevail with respect to the specific changes addressed therein.

(iv) Continuation of Services During Negotiation: Unless otherwise mutually agreed in writing, the existing Services and the terms and conditions of the Agreement shall continue in full force and effect during the negotiation and review of any Change Order proposal. Neither Party shall be obligated to implement any proposed change until a Change Order is mutually executed.

5. Payment, Late Fees, and Other Charges

(a) When you subscribe to our service, you authorize us to collect from your payment method, including, if applicable, Early Termination Fees, late fees, check return fees, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method. Subscriber agrees to pay all charges due and payable under the Agreement without counter- claim, set-off or deduction, other than amounts disputed. Failure to pay in full may result in immediate suspension of services and VoIP Doctors shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable to Subscriber until the account balance is paid in full.

(b) If Subscriber reasonably disputes an invoice, Subscriber must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of Subscriber's right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, Subscriber shall pay the full amount due within 10 days, otherwise VoIP Doctors may exercise any available remedies for breach (without regard to any further notice requirement or opportunity for cure under this Agreement, which shall be deemed waived).

(c) If Subscriber does not deliver full payment for all billed charges by the due date, VoIP Doctors may restrict, suspend or terminate use of the services. VoIP Doctors may also apply any deposits or other payments made by Subscriber. If VoIP Doctors restricts, suspends or terminates Subscriber's services, VoIP Doctors may, at its sole discretion, choose to restore Subscriber's Services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of VoIP Doctors's right to receive full payment for all charges due or again restrict, suspend or terminate the Services at any time for non-payment of unpaid charges. The failure of VoIP Doctors to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate services of such account for non-payment of current or future charges.

(d) All prepaid fees and other payments by Subscriber under this Agreement are non-refundable and non-creditable. There are no pro-rated refunds for unused time. Unless otherwise stated in the Pricing Schedule, VoIP Doctors will invoice and charge Subscribers monthly. Subscribers are responsible for paying monthly subscription fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, VoIP Doctors will continue to electronically charge any credit card on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to additional fees, including reconnection fees. Any account which goes into collection status will be transferred to a collection agency and incur a one hundred dollar ($100.00) processing fee and all other applicable fees and charges. Subscribers must pay a one hundred dollar ($100.00) service charge on disputed credit cards and credit card chargebacks. Past due accounts will accrue a monthly charge of five percent (5%) of the past due balance or fifteen dollars ($15.00), whichever is greater.

(e) Subscriber agrees to notify VoIP Doctors immediately, in writing or by calling the VoIP Doctors customer care line at 215-258-4670, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of

fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. You are solely responsible for securing all passwords and access numbers to guard against and prevent unauthorized access to Services by third parties. VoIP Doctors, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold VoIP Doctors harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

(f) International Calling. International calling is enabled by default. Subscribers may enable or disable it at any time by emailing VoIP Doctors Support at care@voipdoctors.com. All International calls are billed at their respective international rates which are updated on the first Tuesday of each month. Any and all call charges are rounded to the nearest whole penny. Each Subscriber account is given a credit limit for international calls. If an international calling balance exceeds the credit limit prior to their next bill date, the account will be charged the balance immediately. Failure to pay will result in suspension of service. All international calls are subject to an FCC-mandated Universal Service Fund recovery charge. This rate changes quarterly based on the information located on the FCC Website.

(g) Directory Assistance and Operator Services. Directory Assistance is charged at ninety-nine cents ($0.99) per call and ten cents ($0.10) per minute after two minutes. Directory Assistance is enabled by default on all new phone lines.

(h) Term. This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or VOIP Doctors pursuant to this Agreement.

(i) Call Burst. Call Burst is the ability to make and receive calls above the subscribed capacity for Call Paths and SIP Trunks. This feature is active by default and billed at the rate of $0.029 per minute. This feature may be deactivated upon request.

(j) Changes in Service. Either Party may propose modifications to the Services, including additions or deletions of specific service components. Any such changes require mutual written agreement, typically documented via a Service Order amendment or a new Change Order as set forth in Section 4(c). During any active service term, the aggregate Monthly Recurring Charges (MRC) billed to Customer shall not be less than 75% of the MRC commitment set forth in the initial Service Order for that term.

6. Termination by Subscriber

A Subscriber may terminate their subscription by providing VoIP Doctors with a sixty (60) day written notice. The termination period begins on the date VoIP Doctors receives the written termination request.

A written termination request is valid only if it includes the account number, main username, and the desired termination date, and is submitted using one of the following approved methods:

- Via Email: billing@voipdoctors.com
- Via Fax: (215) 258-4679
- Via Mail:
  VoIP Doctors
  1000 Lenola Road

Building One, Suite 104, Maple Shade, NJ 08052

No refunds will be issued for the remaining period of the billing cycle, and the Subscriber remains responsible for any outstanding service charges, taxes, and fees due under the remainder of the service term. Services will remain active until the effective termination date, and all terms and conditions of this Agreement and applicable Service Orders will continue to apply until that date.

Unless terminated as specified in this clause, the service term will automatically renew for additional three-year periods at the rates in effect at the time of renewal. VoIP Doctors reserves the right to increase fees by up to 5.00% annually, excluding tax and regulatory fee increases. To prevent automatic renewal, either party must provide a written notice of termination at least sixty (60) days before the renewal date.

Upon termination of the Services, the Subscriber must discontinue the use of any VoIP Doctors services, including telephone numbers, log-ins, voicemail access numbers, or any web portal sites provided for VoIP Doctors subscribers.

SUBSCRIBER MAY TERMINATE SERVICES ONLY THROUGH THE METHODS SPECIFIED IN THIS CLAUSE. FAILURE TO TERMINATE IN ACCORDANCE WITH THIS SECTION WILL RESULT IN ONGOING SERVICE CHARGES, FEES, AND TAXES.

. **7. Termination by VoIP Doctors**

If, in VoIP Doctors's sole and absolute discretion:

(a) a Subscriber is in breach of any of the terms of this Agreement and its Exhibits (including but not limited to the Acceptable Use Policy);

(b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, VoIP Doctors's servers or other equipment, or the use and enjoyment of other user;

(c) a Subscriber acts in an abusive or menacing manner when dealing with VoIP Doctors's technical support staff, Subscriber service staff, or any other VoIP Doctors employees or representatives;

(d) VoIP Doctors receives an order from a court of competent jurisdiction to terminate a Subscriber's Service; or,

(e) VoIP Doctors for any reason ceases to offer the Service, then VoIP Doctors at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the equipment charges set forth herein, if applicable.

VoIP Doctors, in its sole and absolute discretion may refuse to accept a Subscriber's application for renewal or re-subscription following a termination or suspension of such Subscriber's use of the Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by VoIP Doctors, may enter into a new Agreement and must pay a new setup or activation fee. Upon the termination of a Subscriber's use of the Service, VoIP Doctors has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

8. Emergency Services – 911 Dialing

(a) Dialing 9-1-1. VoIP Doctors uses the same national 911 network that all traditional telephone companies use. Be aware that 911 Service outages or suspensions or disconnections of service by your bandwidth provider or ISP will prevent all Service, including 911 Dialing, from functioning. Disconnection of your account will prevent all Service, including 911 Dialing, from functioning. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, by way of illustration but not limitation, call routers, call centers, and local emergency centers. We require you to provide the physical address where you will be using our service for 911 purposes. For E911 and basic 911, this address is used to route 911 calls to your local emergency center. When you initially provide your physical address, it can take up to 120 minutes to verify your address and activate 911 services at this address.

If you move this device to another location, you must update your address. You may register only one location at a time. If you do not update your location, your 911 calls may be sent to an emergency center near your old address. When you update your location, it can take several hours to activate 911 services at the updated address.

9. Equipment

(a) As part of a service agreement, VoIP Doctors may provide equipment to Subscribers, including but not limited to IP telephones, Analog Telephone Adapters (ATAs), and routers (the "Equipment"). Equipment is provided to Subscribers in two possible methods: Equipment Purchase and Equipment Rental. Subscriber shall be required to obtain authorization from VoIP Doctors to return any Equipment. By using the equipment provided by VoIP Doctors you are agreeing to be bound by the terms of the one (1) year limited warranty as set out below. Do not use the product until you have read the terms of the warranty. If you do not agree to the terms of the warranty, do not use the Equipment and return it to VoIP Doctors immediately.

(b) Equipment Purchases. Upon receipt of each purchased piece of Equipment, you will examine each piece, and unless you notify VoIP Doctors within five business days of your receipt of said Equipment to any issue with the Purchased Equipment, each piece of Equipment is deemed to be in good working order at the time of receipt. Subscriber will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Services. VoIP Doctors will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. VoIP Doctors will not cover replacement for lost, stolen or modified Equipment. Equipment returned by Subscriber that is not covered under warranty may be refused by VoIP Doctors, and Subscriber will be responsible to pay return shipping charges.

(c) Equipment Rentals.

(i) This paragraph 9(c) applies to the rental of certain telephone hardware (each a "Rental Device") from VoIP Doctors (collectively, the "Rental Services"). VoIP Doctors is and will remain the owner of all rental paid or free rental devices. VoIP Doctors charges a recurring monthly fee for each Rental Device (collectively, the "Rental Fees"). As a part of your recurring bill from VoIP Doctors, you agree to pay the Rental Fees for all Rental Devices, using the same payment method and payment period as your payments for VoIP Doctors Office Services, as defined in your VoIP Doctors Agreement. In the event the rental devices are provided free of charge the rental fees will be $0. The Rental Services with respect to a Rental Device shall commence on the Rental Start Date and terminate upon the termination of the VoIP Doctors Service Agreement. Notwithstanding the above, at any time within thirty (30) days after the Rental Start Date, you may terminate the Rental Services with respect to a Rental Device immediately upon written notice from you to VoIP Doctors, without paying any Rental Fees for such Rental Device.

(ii) Upon any termination of the Rental Agreement or Rental Services, you agree to return or purchase a Rental Device (including all accessories and materials that were provided with the primary hardware device) consistent with VoIP Doctors's written instructions and in accordance with the Return or Purchase Rights section of the service agreement, and that Rental Device will no longer be considered a Rental Device upon the completion of a return or purchase. If you do not return a Rental Device (subject to VoIP Doctors's inspection and acceptance of the returned Rental Device in its reasonable discretion) within (30) days following the termination of the Rental Services for such Rental Device, you will be deemed to have purchased that device at the VoIP Doctors retail purchase price.

(iii) If you wish to upgrade a Rental Device, the replacement of the current Rental Device shall be deemed a termination of the Rental Services with respect to the current Rental Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Rental Device set forth in the Return or Purchase Rights section of this Service Agreement; provided that the Rental Services for the current Rental Device shall be deemed to terminate, and the Rental Services of the replacement Rental Device shall commence, on the date the replacement Rental Device is recorded as delivered by a designated

courier

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(iv) The Rental Fees for the Rental Services do not include additional services you may select, taxes, fees, international usage, and other additional services. Sales tax varies by jurisdiction of purchase or rental and may be calculated based on full retail price or VoIP Doctors cost price, as determined by the tax law in the jurisdiction of purchase or rental.

(d) Rental Device Ownership; Damage and Loss. VoIP Doctors is and will remain the owner of each Rental Device unless title is conveyed to you in writing following VoIP Doctors's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not grant any third party any right to use, possess, or control any Rental Device, sublease any Rental Device, attempt to dispose of any Rental Device, grant any interest or right in a Rental Device to any third party, or otherwise do anything that undermines VoIP Doctors's ownership of each Rental Device. VoIP Doctors may, without notifying you, assign VoIP Doctors's interest in any Rental Device, and in that event, VoIP Doctors's assignee will have all of VoIP Doctors's rights in the Rental Device under this Agreement, but none of VoIP Doctors's obligations. You agree not to assert against

VoIP Doctors's assignee any claims, offsets, or defenses you may have against VoIP Doctors. Upon VoIP Doctors's request, you will execute and deliver to VoIP Doctors any documents or forms for protecting VoIP Doctors's ownership and interest in each Rental Device, including finance statements under the Uniform Commercial Code.

Upon receipt of each Rental Device, you will examine each Rental Device, and unless you notify VoIP Doctors within five business days of your receipt of a Rental Device to any issue with a Rental Device, each Rental Device is deemed to be in good working order at the time of receipt. VoIP Doctors covers Rental Devices with an extended manufacturer's warranty in perpetuity as long as the Subscriber is active and in good standing with VoIP Doctors. VoIP Doctors will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify VoIP Doctors in writing and pay VoIP Doctors a purchase price equal the full VoIP Doctors retail price.

(e) Return or Purchase Rights. When you return a Rental Device or Free Rental Device, you agree to return a fully functional and non-damaged Device beyond normal wear and tear to VoIP Doctors. You agree to pay all shipping and handling charges related to any Rental Device and related hardware returns. All returned Devices and related hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the Device. At our discretion, we may decline your return or charge you an additional fee of thirty dollars ($30) for each missing item or for each item that we determine is damaged or not in good working condition. Before returning any Device or hardware that has data in its memory, please transfer all files you wish to retain to another file source. Once the hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

(f) Other Remedies. If you are obligated to return or purchase a Rental Device or Free Rental Device subject to this Return or Purchase Rights section of this Agreement, and you have not returned a Rental Device or Free Rental Device or you have defaulted in any obligation to pay the purchase price due for a Device to be purchased, VoIP Doctors may, in addition to those remedies available at law, in equity, or as otherwise set forth in this Agreement, take possession of any or all Rental Devices without demand, notice, or legal process, wherever each Rental Device may be located, and you hereby waive any and all damages occasioned by that taking of possession.

(g) High-Speed Internet Connection Required. Subscriber understands, acknowledges and agrees that (1) subscriber must have a high-quality high speed internet connection to use the services; and (2) VoIP Doctors is not providing an internet connection for Subscriber. VoIP Doctors does not control and is not responsible for (1) Subscriber's internet connection; (2) the quality of Subscriber's internet connect; (3) any third party products and/or services related to Subscriber's internet connection; or (4) problems with the services that are caused by or related to Subscriber's internet connection.

(h) Standard Warranty Exclusions. The Standard Warranty, set forth below, does not apply and is void with respect to: (a) cosmetic damage, (b) product that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) Hardware not manufactured or supplied by VoIP Doctors, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the End User

network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Hardware operated outside published environmental parameters, (1) performance of Hardware in combination with other items not manufactured or supplied by VoIP Doctors, (m) any Hardware which has been opened, repaired, modified or altered by anyone other than VoIP Doctors or a VoIP Doctors authorized service center, (n) engraving; (0) Accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of VoIP Doctors.

EACH RENTAL DEVICE AND ANY TELEPHONE HARDWARE PURCHASED IN CONNECTION WITH THIS RENTAL AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. VoIP Doctors DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, VoIP Doctors LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT VOIP Doctors'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST,
SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU. VoIP Doctors MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY RENTAL DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY RENTAL DEVICE SHALL BE BORNE SOLELY BY YOU.

10. The Network

(a) The Customers Network is expected to be VoIP ready. This means that the Customer has a Business Class Firewall that provides QoS* and Prioritization settings and a Managed Business Class Ethernet Switch. In the event that the Customer does not have this equipment or cabling in place then the Customer agrees to acquire it or source it from VoIP Doctors so that the network is VoIP ready at the time of implementation. VoIP Doctors does not provide support for our services over WIFI networks. While VoIP Doctors services may work over WIFI the quality of the call will be dependent on the quality and reliability of the WIFI network. VoIP Doctors is unable to provide support for our customers WIFI networks.

(b) If the customer has existing Firewalls, Routers and Switches then it is expected that the customer will make changes to the equipment as directed by VoIP Doctors to support QoS and Prioritization.

* Quality of Service (QoS) is a feature of routers and switches which prioritizes traffic so that more important traffic can pass first. The result is a performance improvement for critical network traffic. QoS equipment is useful with VoIP phones or in LANs with high volumes of local traffic

11. Software

(a) Software. If software is provided by VoIP Doctors in connection with the services, VoIP Doctors grants to Subscriber a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the software solely for the purposes of using the Services. The license will permit such use by Subscriber and any of its employees or contractors (but only within the scope of their employment or services with Subscriber) authorized by Subscriber to use the Service, provided that Subscriber shall be responsible for all uses of the Service as provided by this Agreement.

(b) End-User Licenses. Certain Software VoIP Doctors provides to Subscriber may contain third-party software ("Third-Party Software"), including open source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in documentation or on other media delivered with the Third-Party Software and which are incorporated by reference into this license. Such provisions shall govern the use of Third-Party Software. Subscriber agrees to comply with the terms and conditions of all end user license agreements accompanying any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or this Agreement is terminated.

(c) Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software. The Service, VoIP Doctors Equipment and Software and all information, documents and materials on VoIP Doctors's website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All websites, website content, corporate names, service marks, trademarks, trade names, logos and domain names of VoIP Doctors are and shall remain the exclusive property of VoIP Doctors and/or its Affiliates and nothing in this Agreement shall grant Subscriber the right or license to use any of the foregoing. Subscriber may not undertake, cause, permit or authorize the modification, creation of derivative works, or translate, reverse compile, disassemble, hack or reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

12. Confidential Information

During the term of this Agreement each Party may be exposed to or receive information from the other which is proprietary and/or confidential to the other party (a "Disclosing Party"). Any and all such information in any context and or form obtained by the Receiving Party, its employees, contractors, agents or related third parties; for during and in the provision and/or use of the Services, Equipment, or the satisfaction of such party's obligations under this Agreement, without limitation; including the financial terms of this Agreement, any Quotation for Service; Service Order, product, drawing, network, design map, business information, financial information, trade secrets, know-how and information regarding processes, shall be deemed to be the
confidential and proprietary information ("Confidential Information") of the Disclosing Party. The Receiving Party shall: (i) hold all of Disclosing Party's Confidential Information in strict confidence; (ii) disclose Disclosing Party's

Confidential Information only to employees and/or contractors who have a need to know such Confidential Information and who are obligated to hold such Confidential Information in strict confidence; and (iii) not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose such Confidential Information to third parties, or to use such information. Upon termination of this Agreement all Confidential Information shall be returned to the Disclosing Party or shall be immediately destroyed by the Receiving Party and Receiving Part shall provide proof of destruction to the Disclosing Party.

13. <u>Alarm Signals; Safety Applications</u>

SUBSCRIBER UNDERSTANDS THAT THE SERVICES ARE NOT AUTHORIZED OR INTENDED TO BE USED TO CARRY ALARM SIGNALS OR FOR USE IN ANY HIGH-RISK, CRITICAL SAFETY OR OTHER APPLICATIONS WHERE ANY FAILURE, INTERRUPTION OR MALFUNCTION MAY REASONABLY BE ANTICIPATED TO RESULT IN BODILY INJURY, LOSS OF LIFE OR CATASTROPHIC DAMAGE TO PROPERTY.

14. Service Location Access and Installation

Please refer to your Service Order(s) for specific Installation terms.

(a) Scope of Work. Upon request, VoIP Doctors will perform a site survey via telephone or an in-person visit. Installations are typically performed remotely, but can be completed in-person, upon request. If VoIP Doctors determines additional time/work is necessary to enable VoIP Doctors to deliver the Services to the Service Location, VoIP Doctors will notify Subscriber of any additional charges. If Subscriber does not agree to pay such charges by executing a revised Service Order within five business days of receiving the same, Subscriber and VoIP Doctors shall each have the right to terminate the applicable Service Order. Subscriber shall connect Subscriber's computer or network to applicable VoIP Doctors-provided Equipment to enable access to the Services.

(b) Scheduling. Subscriber understands that installation involves extensive planning, coordination and equipment preparation. VoIP Doctors will work to accommodate Subscriber's schedule for installation whenever possible. Scheduled installations that are cancelled or postponed by Subscriber within 48 hours of install date may incur an Install Cancellation Fee of $500, plus any applicable non-refundable travel expenses.

(c) Site Survey; Subsequent Interference. VoIP Doctors may perform an installation review of each Service Location prior to installation of the Services. Upon request, Subscriber shall provide VoIP Doctors with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If VoIP Doctors determines that safe installation and/or activation of one or more of the Services will have negative consequences to VoIP Doctors or its underlying provider's personnel or Network or cause technical difficulties to VoIP Doctors or its Subscribers, VoIP Doctors may terminate the Service Order effective upon written notice to Subscriber or may require Subscriber to correct the situation before proceeding with installation or activation of the Services. Installations cancelled within 48 hours of install date or after VoIP Doctors personnel are on site may incur an Install Cancellation Fee of $500, plus any applicable non-refundable travel expenses.

(d) Site Preparation. Subscriber shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Subscriber's equipment, furniture, and furnishings as necessary to access the Equipment or Services. VoIP Doctors reserves the right to cancel an installation if Subscriber's preparations are not complete, or Subscriber's site information provided is not accurate.

(e) Required Maintenance. VoIP Doctors and its underlying provider will need periodic access for inspection, operation, and maintenance of the Network. Except in emergency situations, VoIP Doctors will obtain approval from Subscriber (not to be unreasonably withheld or delayed) before entering Subscriber Premises. At VoIP Doctors's request, Subscriber, or a representative designated by Subscriber, will accompany VoIP Doctors's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

(f) Self-Install. With some VoIP Doctors products, Subscriber may have the option to either install services themselves ("Self-Install"), or pay for a Professional Install VoIP Doctors installation services. Subscribers that choose to self-install may access VoIP Doctors Support services by phone or email. If inside wiring or inside wiring repair is required, you must contract with a third party professional for such work at your own cost. Faulty or lack of inside wiring is not grounds for cancellation of your contract. A required professional installation, need for special equipment in order to establish a connection or incompatible wiring or phone system is not grounds for cancellation of the Services or this Agreement.

15. Monitoring

VoIP Doctors may monitor the use of our service for violations of these Terms. We may remove or block all communications if we suspect a violation of this Agreement, or if we think it necessary in order to protect our service, or VoIP Doctors, its parent, affiliates, directors, officers, agents, and employees from harm.

16. **No Commitments**

Subscriber represents that VoIP Doctors has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. VoIP Doctors has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to by both Parties. Subscriber acknowledges that its purchasing decisions are not based upon any future features or functions.

17. **Third Party Networks**

In some cases, VoIP Doctors may utilize the public Internet and third party networks outside of its control in conjunction with the provision and maintenance of the Service. In such cases, VoIP Doctors makes no representation that such third-party providers will adequately secure or protect the privacy of Subscriber or any end user's personal information, and VoIP Doctors expressly denies any associated liability. Actions or inactions by third party networks can result in situations in which VoIP Doctors Subscribers services are impaired or disrupted. VoIP Doctors will use commercially reasonable efforts to remedy or avoid such events; however VoIP Doctors expressly denies any associated liability.

18. **Warranties and Limitations of Liability**

(a) Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM

EXTENT PERMITTED UNDER APPLICABLE LAW, VoIP Doctors MAKES NO WARRANTIES AND
DISCLAIMS ALL WARRANTIES IN RELATION TO THE SERVICES AND EQUIPMENT, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VoIP Doctors IS NOT LIABLE OR RESPONSIBLE FOR ENSURING THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR AVAILABLE 100% OF THE TIME, OR THAT ALL ATTEMPTED VOICE, FAX, TEXT AND OTHER COMMUNICATIONS WILL BE DELIVERED. VOIP Doctors provides the service, equipment and software on an "as is" and "as available" basis without warranty or representation of any kind. VoIP Doctors makes no warranty that the services will meet Subscriber requirements, specification, expectations or that services will be uninterrupted, timely, secure or free from errors. Subscriber acknowledges that VoIP Doctors does not control the transfer of data over communications facilities, and that the services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

(b) Limitations of Liability. EXCEPT AS EXPRESSLY CONTEMPLATED BY PROVISIONS OF THIS AGREEMENT, TO THE MAXIMUM EXTENT SUCH DAMAGES CAN BE EXCLUDED UNDER APPLICABLE LAW, NEITHER VOIP Doctors, ITS AFFILIATES OR ANY OTHER VOIP Doctors PARTNERS, NOR ANY OF THEIR REPRESENTATIVES, SHALL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR COVER DAMAGES, LOSS OF PROFITS, REVENUES OR GOODWILL, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR DELAY IN PERFORMANCE, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY
OR OTHERWISE, FROM OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED THEREUNDER, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
(c) Additional Warranty Disclaimers. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT, AND SOFTWARE SUPPLIED HEREUNDER ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED BY VoIP Doctors (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). VoIP Doctors (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, SOFTWARE, AND EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY VOIP Doctors OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF VOIP Doctors TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

(d) No Warranty as to Provisioning. VoIP Doctors DOES NOT WARRANT AND IS NOT LIABLE OR RESPONSIBLE FOR ENSURING THAT VOIP SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VoIP Doctors HAS ACCEPTED YOUR ORDER FOR VOIP SERVICE. THE PROVISIONING OF VOIP SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VOIP Doctors SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY PROVIDED EQUIPMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT).

(e) No Warranty as to Performance. VoIP Doctors DOES NOT WARRANT AND IS NOT LIABLE OR RESPONSIBLE FOR ENSURING THAT THE SERVICE, SOFTWARE, OR EQUIPMENT PROVIDED BY VOIP Doctors WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED OR ERROR-FREE. Voip Doctors SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. VOIP Doctors MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT, OR THE INTERNET. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, THE EQUIPMENT, AND THE INTERNET GENERALLY. YOU AGREE NOT TO USE THE SERVICE, THE SOFTWARE, OR THE EQUIPMENT IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

(f) Exclusion of Damages. IN NO EVENT SHALL VoIP Doctors (OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS, OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE SERVICE, THE SOFTWARE, OR THE EQUIPMENT,REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY, EVEN IF VOIP Doctors HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 18 ALSO APPLY TO VOIP Doctors'S THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT. ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH VOIP Doctors (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), VoIP Doctors'S THIRD PARTY LICENSORS, PROVIDERS, AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

(g) Exclusive Remedies. THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

VoIP Doctors RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE, THE SOFTWARE, OR THE EQUIPMENT, OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE) WITHOUT (A) INCREASING ANY OF THE LIABILITIES OR OTHER OBLIGATIONS VoIP Doctors (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS, OR SUPPLIERS ARE OTHERWISE SUBJECT TO PURSUANT TO THIS AGREEMENT OR SUBJECTING VOIP Doctors (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS, OR SUPPLIERS TO ANY ADDITIONAL LIABILITIES OR OTHER OBLIGATIONS, OR (B) INCREASING ANY OF THE RIGHTS YOU ARE OTHERWISE ENTITLED TO PURSUANT TO THIS AGREEMENT OR PROVIDING YOU WITH ANY ADDITIONAL RIGHTS, THE MAXIMUM AGGREGATE LIABILITY OF VOIP Doctors (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID TO VOIP Doctors FOR SERVICE.

19. **Indemnification**

You agree to defend, indemnify and hold harmless VoIP Doctors and its officers, agents, affiliates, parents, subsidiaries, directors, members, and employees, and each of them from and against all claims, demands, causes of action, damages, liabilities, costs, and expenses, in law or equity, of every kind and nature whatsoever, including reasonable attorney's fees, related to or arising from the operations to be performed under this Agreement, including, but not limited to: (a) any violation of applicable laws, regulations, or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment, or the Internet or the placement or transmission of any message, information, software, or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement (e) claims for infringement of any intellectual property rights arising from the use of the Service, the Software, the Equipment, or the Internet) infringement of any patent, copyright or trademark rights; g) any economic loss or damage incurred by VoIP Doctors arising out of or related to the provision of services or this Agreement. Subscriber agrees to defend VoIP Doctors, its Affiliates and their respective Representatives from and against any action, claim, demand, suit, investigation, inquiry or proceeding threatened or brought against VoIP Doctors or any of its Affiliates or their respective Representatives by any third party that arises out of or results from (a) Content transmitted on the VoIP Doctors Platform or (b) any actual or alleged (i) Subscriber Use in violation of applicable Laws or breach of any third-party contract terms to which Subscriber is subject or (ii) actions or omissions that would constitute a material breach of the Subscriber Agreement, without regard to any notice or cure right hereunder. Subscriber agrees to indemnify and hold harmless VoIP Doctors, its Affiliates and their Representatives against any damages, attorneys' fees, defense costs and other losses payable by VoIP Doctors pursuant to the adjudication or settlement of, or otherwise incurred by VoIP Doctors in connection with, any such Claims.

Subscriber will further defend, indemnify, and hold harmless VoIP Doctors and its Affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claim, and any resulting loss, liability,

damage, judgment, settlement, fine, penalty, and reasonable attorneys' fees, arising out of or relating to (a) Subscriber's use of the Recording Features, including any claim that a communication was recorded, transcribed, retained, or disclosed without a required notice or consent; (b) Subscriber's messaging through the Services, including any claim under the Telephone Consumer Protection Act or analogous state law; or (c) Subscriber's breach of Section 32(b), 33(a), 33(b), 33(c), 33(d), 34(c), 34(d), or 34(e). Subscriber's obligations under this paragraph are not subject to the limitations of liability or exclusions of damages set forth in Section 18 of this Agreement.

20. **Resale of Service**. If Customer resells VoIP Doctor's Service or incorporates VoIP Doctor's Service into services sold by Subscriber to a carrier or service provider to whom Subscriber will provide telecommunications and/or related services using, in part, Services provided by VoIP Doctors to Subscriber ("Carrier Customers or End Users"), Subscriber shall be solely responsible for interfacing with its Carrier Customers or End Users with respect to its service offerings including, without limitation, order provisioning, billing, collection, billing adjustments/credits, tax collections and payments, customer service, and dispute resolution. VoIP Doctors shall have no responsibility whatsoever to interact with Subscriber's Carrier Customers or End Users, nor shall VoIP Doctors incur any liability to Subscriber Carrier Customers or End Users for its performance under the MSA. Subscriber shall be responsible for: (a) applying and enforcing all applicable provisions in the Agreement to its Carrier Customers and End Users; and (b) any liability arising from a violation of a Subscriber obligation under the Agreement by Subscriber Carrier Customer or End User. If VoIP Doctors discontinues providing Service to Subscriber for any reason, Subscriber shall be solely responsible for furnishing any required notice to its affected Carrier Customers or End Users.

21. **Local Number Portability**.

(a) Port-In of Telephone Numbers. Prior to placing any Service Orders with VoIP Doctors to facilitate Subscriber's provisioning of communications service to its End Users or its Carrier Customer's End Users (collectively referred to herein as, "End Users"), Subscriber shall obtain and have in its possession a Letter of Authorization ("LOA") for each End User authorizing Subscriber and its Carrier Customer, including any designated agent, to act on the End User's behalf for the purpose of ordering, changing and/or maintaining such End User's communication services. For the purposes of local number portability performed by VoIP Doctors hereunder, VoIP Doctors is designated as Subscriber's and its Carrier Customer's agent to act on End User's behalf. Subscriber or its Carrier Customer shall be responsible for obtaining an End User's authorization (in accordance with state and federal law or regulation pertaining to such authorizations) prior to requesting a change in the End User's provider of communications services. In requesting a change in the End User's service provider ("Port-in Order" or "LNP"), Subscriber shall, upon request, provide a copy of the End User's LOA directly to VoIP Doctors prior to placing the Port-in Order with VoIP Doctors. Consequently, VoIP Doctors shall have no obligation to provide Services related to the Port-in Order until provided such LOA. Furthermore, Subscriber shall be responsible for providing to VoIP Doctors all information needed to process a Port-In Order.

(b) Authorization Dispute. Should an End User dispute or a discrepancy arise regarding the authority of Subscriber or its Carrier Customer to act on behalf of an End User, if Subscriber has not already done so, Subscriber is responsible for providing written evidence of such authority to VOIP Doctors within three (3) business days. If there is a conflict between the End User designation and Subscriber's written evidence of authority, VoIP Doctors shall honor the designation of the End User and change the End User back to the previous service provider. If Subscriber does not provide the LOA within three (3) business days, or if the End

User disputes the authority of the LOA, then Subscriber must, by the end of the third business day:

(i) Notify VoIP Doctors to change the End User back to the previous service provider;

(ii) Provide to the previous service provider any End User information and billing records Subscriber or its Carrier Customer has obtained relating to the End User;

(iii) Notify the End User and VoIP Doctors that the change has been made; and

(iv) Remit to VoIP Doctors $100.00 "slamming charge" as compensation for the change back to the previous service provider.

(c) Third Party Request for End User Information. Upon receipt of a request by a third party carrier for Subscriber Proprietary Network Information ("SPNI"), including but not limited to Subscriber Service Records ("SSRS"), related to an End User telephone number, VoIP Doctors may, in its sole discretion: (1) instruct the third party carrier to contact Subscriber directly, or (2) release any requested SPNI in its possession to the third party carrier. Upon receipt of a request from a third party carrier for SPNI, including, but not limited to, SRSS, Subscriber, in compliance with applicable laws, regulations and industry guidelines and standards, shall, within twenty-four (24) hours of its receipt of the request, provide the requesting third party carrier with: (x) all requested information in Subscriber's possession, or (y) a valid and complete explanation why Subscriber is unable or unwilling to provide the requested information. Subscriber shall provide VoIP Doctors with a copy of its response to the third party carrier at the same time it responds to the third party carrier.

(d) Port-Out of Telephone Numbers. Upon receipt of a request from a third-party carrier to port-out an End User telephone number, VoIP Doctors may do so without Subscriber consent if, in its sole discretion, it concludes porting out such telephone number is consistent with applicable laws, regulations and industry guidelines and standards. In addition, Subscriber may be subject to a charge for each End User telephone number ported out within one (1) year of its being ported in by VoIP Doctors.

(e) Indemnification Relating to Local Number Porting. Subscriber shall indemnify and hold harmless VoIP Doctors, its employees, officers, directors, subcontractors and agents from and against all liability, loss, cost, damage, expense or cause of action of any nature whatsoever arising out of Subscriber's failure to fulfill its obligations under this Section 21.

22. **Arbitration; Waiver of Jury Trial**

In the unlikely event that VoIP Doctors has not been able to resolve a dispute it has regarding Subscriber or Subscriber's Equipment or Services arising out of or relating to use of the Equipment or Services after 60 days, any claim, dispute, or controversy (excluding any VoIP Doctors claims for injunctive or other equitable relief), whether based in contract, tort, statute or otherwise arising out of or in connection with or relating to this Agreement, the Equipment, the Services, or the breach or alleged breach of this Agreement (collectively, "Claims"), shall be decided by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association. This agreement to arbitrate is intended to be given the broadest possible meaning under Applicable Laws. The initiation of an arbitration dispute shall not otherwise prevent VoIP Doctors or Subscriber from terminating services in accordance with this Agreement. Disputes about the arbitrability of any claims and/

or the scope, enforceability, or validity of this arbitration agreement shall be decided by an arbitrator. Each party will be responsible for its own costs incurred in the arbitration, including arbitration filing fees and attorneys' or expert witness fees. The arbitrator's costs and expenses shall be shared equally between the parties. The arbitration will be conducted in Burlington County, New Jersey. Each party will be responsible for paying any filing, administrative and arbitrator fees in accordance with the Arbitrator's rules. The award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing VoIP Doctors from seeking injunctive or other equitable relief from the courts as necessary to protect any of VoIP Doctors's proprietary interests. Subscriber and VoIP Doctors agree that, by entering into this agreement, Subscriber and VoIP Doctors are waiving the right to a trial by jury.

23. **Assignment**

Subscriber may not sell, transfer or assign the Agreement, in whole or in part, without the prior written consent of the VoIP Doctors. Any such assignment without VoIP Doctor's prior written consent shall be void.

24. **Waiver**

The failure of either party to exercise or enforce any right or remedy under the Agreement shall not constitute a waiver of such right or remedy, except as expressly provided herein. Except as provided elsewhere in this Agreement, no waiver or amendment to any provision of the Subscriber Agreement shall be enforceable against a party unless it is in writing and otherwise conforms to the requirements of these Terms.

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

26. **Choice of Law**

You and VoIP Doctors agree that the substantive laws of the state of New Jersey will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, except to the extent such law is inconsistent with Federal law. The proper venue for any action is in the County of Burlington, and Subscriber waives any objection as to venue or inconvenient forum in such courts. To the fullest extent permitted by law, you and VoIP Doctors agree that regardless of any

statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

27. **Force Majeure**

VoIP Doctors will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, epidemics or pandemics, strikes or other labor-related disputes, emergency declarations from national, state or local government, of other things we do not control, or an inability to obtain necessary equipment or services.

28. **Entire Agreement**

This Agreement, including all policies posted on VoIP Doctors's website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and VoIP Doctors with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

29. **Notice**

Notices by VoIP Doctors to you shall be deemed given: (a) when sent to your primary contact email address; (b) when deposited in the United States mail addressed to you at the address you have specified in your account options; or, (c) when hand delivered to your home, as applicable.

30. **Acceptable Use**

Subscriber agrees to use the VOIP Service in accordance with VoIP Doctors's Acceptable Use Policy ("Acceptable Use Policy"), published at http://www.voipdoctors.com/AcceptableUse and as incorporated herein. VoIP Doctors reserves the right to make changes to the Acceptable Use Policy without notice.

31. **Privacy Policy**

VoIP Doctors will treat each Subscriber's personal information in accordance with VoIP Doctors's Privacy Policy ("Privacy Policy") published at http://www.voipdoctors.com/PrivacyPolicy. Subscriber agrees to the terms of the Privacy Policy. VoIP Doctors reserves the right to make changes to the Privacy Policy without notice

32. Recording and Transcription

(a) Recording Features. The Services may include features enabling Subscriber and its authorized users ("Authorized Users") to record, transcribe, store, and analyze voice and video communications (the "Recording Features"). Subscriber controls whether and how the Recording Features are enabled and used.

(b) Subscriber Responsibility for Consent. Subscriber is solely responsible for determining whether its use of the Recording Features is lawful in each jurisdiction in which Subscriber, its Authorized Users, and the participants in a recorded communication are located, and for providing all notices and obtaining all consents required under applicable federal and state wiretap, eavesdropping, and communications-privacy laws, including laws requiring the consent of all parties to a communication. Subscriber will not enable or use the Recording Features where doing so would violate applicable law.

(c) Announcements and Notice Features. VoIP Doctors may make available configurable recording announcements and similar notice features. Subscriber is responsible for configuring and enabling those features as appropriate to its use and jurisdictions. VoIP Doctors's provision of any such feature is not advice that Subscriber's use of the Recording Features complies with applicable law, and Subscriber may not rely on any such feature as satisfying its obligations under Section 32(b).

(d) Recordings as Subscriber Content. Recordings and transcripts created through the Recording Features are the content of Subscriber ("Subscriber Content"). VoIP Doctors processes them on Subscriber's behalf, solely to provide and support the Services and as otherwise permitted by this Agreement, and will not use the content of Subscriber's communications to train general-purpose artificial intelligence or machine learning models. Retention, export, and deletion of recordings and transcripts operate as described in the applicable Service Order

and VoIP Doctors's then-current product documentation. Subscriber is responsible for its own retention decisions and for any legal-hold or preservation obligations applicable to its recordings.

(e) Subprocessors and AI Vendors. Where VoIP Doctors uses subprocessors to provide transcription, summarization, or analytics functionality, VoIP Doctors will engage them under written terms restricting their use of Subscriber Content to providing services to VoIP Doctors and prohibiting use of Subscriber Content to train general-purpose models. A current list of such subprocessors is available to Subscriber on request.

33. Messaging and 10DLC

(a) Subscriber as Sender; Campaign Registration. Where Subscriber uses the Services to send SMS or MMS messages, Subscriber is the sender of those messages. Subscriber will register each messaging campaign as required by applicable carrier and industry requirements, including 10DLC brand and campaign registration, and will provide complete and accurate registration information, including brand identity, use case, sample message content, opt-in method and evidence, and the URL of Subscriber's then-current privacy policy and messaging terms. Subscriber will keep that information current and will promptly notify VoIP Doctors of any material change to a registered campaign.

(b) Consent and Compliance. Subscriber represents and warrants that, for each recipient it messages through the Services, Subscriber has obtained and maintains records evidencing prior express consent, and for marketing messages prior express written consent, as required under the Telephone Consumer Protection Act and its implementing regulations, and that Subscriber complies with all applicable law, carrier requirements, and industry guidelines, including CTIA messaging principles and best practices and applicable state telemarketing and calling-time restrictions. Subscriber will honor opt-out requests, including replies of STOP, promptly and in any event within the period required by applicable law or carrier requirements, and will support HELP replies. Subscriber will retain consent and opt-out records for the longer of four years or the period required by applicable law, and will make them available to VoIP Doctors on request in connection with a carrier inquiry, complaint, or claim.

(c) Required Disclosures. Subscriber will maintain, both at the point of consent collection and in a publicly accessible privacy policy or messaging terms page, disclosures of: the categories of messages the recipient will receive; that message frequency varies; that message and data rates may apply; opt-out and help instructions; and a statement that mobile telephone numbers and SMS consent data are not sold or shared with third parties for their own marketing purposes.

(d) Prohibited Use. Subscriber will not use the Services to send messages that are unlawful, that are deceptive as to the identity of the sender, that fall within categories restricted or prohibited by carriers (including messages relating to high-risk financial services, third-party lead generation, or content restricted as SHAFT), or that are prohibited under the Acceptable Use Policy.

(e) Suspension, Throttling, and Carrier Charges. VoIP Doctors may throttle, filter, or suspend Subscriber's messaging traffic, or suspend a registered campaign, immediately and without prior notice, where VoIP Doctors reasonably believes that the traffic violates applicable law, carrier requirements, or Section 33(d), is generating excessive complaint or violation notices, or exposes VoIP Doctors to carrier penalties or filtering. VoIP Doctors

will notify Subscriber promptly following any such action and, where practicable, will work with Subscriber to remediate and restore service. Subscriber is responsible for carrier fines, penalties, surcharges, and pass-through fees assessed against VoIP Doctors as a result of Subscriber's traffic.

34. AI Features

(a) AI Features. The Services may include features that use artificial intelligence or machine learning, including automated attendants and virtual agents, transcription and translation, call summarization, and quality, sentiment, or performance analytics (collectively, the "AI Features"). Subscriber controls whether and how the AI Features are enabled and used, and may disable them as described in the applicable Service Order and VoIP Doctors's then-current product documentation.

(b) Inputs and Outputs. Subscriber Content submitted to or processed by the AI Features is referred to as "Input," and the material generated by the AI Features from that Input, including transcripts, summaries, translations, scores, and reports, is referred to as "Output." Output is Subscriber Content. Subscriber grants VoIP Doctors a limited, non-exclusive license to host, process, and transmit Input and Output solely to provide and support the Services and as otherwise permitted by this Agreement. VoIP Doctors will not use Input or Output to train general-purpose artificial intelligence or machine learning models. Subscriber acknowledges that the AI Features are probabilistic and that Output generated for other subscribers may be similar or identical to Subscriber's Output.

(c) No Warranty as to Output; No Reliance. THE AI FEATURES AND ALL OUTPUT ARE PROVIDED "AS IS." Output may be inaccurate, incomplete, out of date, or misleading, and is not an authoritative or verbatim record of any communication. Subscriber will not rely on Output as the sole basis for any clinical, medical, diagnostic, or treatment decision, or for any employment, credit, insurance, eligibility, or legal determination affecting an individual, and will apply human review appropriate to the intended use before acting on Output. The warranty disclaimers and limitations of liability in Section 18 apply to the AI Features and to all Output.

(d) Subscriber Responsibilities. Subscriber is solely responsible for determining whether its use of the AI Features is lawful in each jurisdiction in which Subscriber, its Authorized Users, and the participants in a communication are located, and for providing all notices and obtaining all consents required in connection with that use, including any disclosure required by applicable law that an automated system or artificial intelligence is being used. Where an AI Feature records or transcribes a communication, Section 32(b) also applies. Subscriber is responsible for its own compliance with laws governing deployers of artificial intelligence systems and automated decision-making, including any notice, human-review, impact-assessment, or appeal obligations those laws impose on Subscriber.

(e) Prohibited Uses. Subscriber will not use the AI Features to represent that an automated system is a natural person where disclosure is required by applicable law, to circumvent or defeat an opt-out or do-not-contact request, to generate or send messaging in violation of Section 33, to make any determination described in Section 34(c) without human review, or in any manner prohibited under the Acceptable Use Policy.

(f) Changes; Beta Features. VoIP Doctors may modify, add to, or discontinue any AI Feature. AI Features identified as beta, preview, trial, or early access are provided for evaluation only, are excluded from any service

level commitment and support obligation, and may be modified or withdrawn at any time.

(g) Subprocessors. Section 32(e) applies to any subprocessor VoIP Doctors engages to provide an AI Feature.

35. Survival

All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability, and Indemnification, and including Sections 32(d), 33(b) (as to recordkeeping), 33(e) (as to amounts accrued), 34(b) (as to ownership), 34(c), and 19, shall survive such termination, cancellation, or expiration.