

MASTER SERVICE AGREEMENT

CAREFULLY READ THESE TERMS AND CONDITIONS AS THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND IP2CALL.COM. ONLY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU DO NOT HAVE PERMISSION TO USE IP2CALL'S SERVICES AND DO NOT HAVE ANY OTHER OF THE RIGHTS SET FORTH BELOW.

This Master Service Agreement (this "MSA") is entered into between IPTech LLC ("IP2Call") and customer ("You").

You are not required to purchase voice services from IP2call nor from any of its affiliates. If you elect to purchase voice services under this MSA, please be advised of the following : YOUR ACCEPTANCE of, and your acceptance and acknowledgement of, and agreement to the important disclosures, notices and disclaimers contained on the "legal" page of our website www.ip2call.com including but not limited to E911 (enhanced e911) calling and service and the terms of the Schedule(s) and related documents provided or made available to You by IP2call.

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

Privacy Policy

SLA

Product Schedule

E911

Acceptable Use Policy (AUP)

Taxes and Surcharges

This MSA and all of this 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 IP2Call. Current copies of the MSA, Privacy Policy, SLA, AUP, E911 , Taxes and Surcharges are located at <https://ip2call.com/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 of each of your users.

"ACCOUNT" means the account created with ip2call 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.

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

“Data” means all data submitted by Your Users to ip2call in connection with the Services, including all content, material, IP and similar addresses, recordings, messages, software, Account Information and Account related settings.

“ip2call parties” means ip2call 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 <https://inp2call.com/legal> and the order documentation generated through Ip2call’s administrative control panel) that specifically describe the Services used by You and 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.

“Services” means ip2call unified communications, hosting and other services, software and products, as such services, software and products that are offered by ip2call from time to time in its discretion and subscribed to, purchased by or used by You or Your Users as set forth in a Schedule.

“Third Party Services” means any service or product offered by a party that is not ip2call.

“User” means any of Your employees, consultants, independent contractors or other individuals to whom You grant permission to access the Services in accordance with ip2call’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 and conditions of this Agreement, including any Schedules, ip2call grants You a non-exclusive, non-sublicensable, non transferable, non-assignable, revocable license for the term of this Agreement to access and use the Services. Services may be only be used by Your users for internal business purposes only. You agree to comply with the terms and conditions of this Agreement, including any Schedules, and with all applicable ip2call 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 the 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 authorized Administrative Users, can result in unauthorized personnel having access to Your account and potentially doing harm to you. Accordingly, You agree to maintain accurate account information by providing updates to ip2call 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 ip2call to determine the validity of 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 this any ip2call account or any portion thereof, including Your account, ip2call will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, ip2call may immediately suspend, alter or terminate any relevant account, including your account, or any portion thereof. You will reimburse ip2call 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 ip2call customer.

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 ip2call immediately of any unauthorized use of your account. Access information or any other actual or potential breach of security. You acknowledge and agree that ip2call 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 ip2call, any ip2call party, or another party due to any party using your Access Information. Ip2call strongly recommends that You keep your access information in a secure location. **Ip2call specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.**

2. TERM AND TERMINATION.

2.1 Term: This Agreement shall be effective from your acceptance of this Agreement (or a previous version of ip2call service agreement) and shall continue until the expiration or termination of all Schedules (“Agreement Terms”). When you purchase services from ip2call, a schedule will be created 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 ip2call (e.g. one month, one year or some other mutually agreed-upon period) (a “schedule initial term”) followed by a renewal periods with a duration to be agreed upon by You and ip2call (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 ip2call 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 ip2call, 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 though the next twelve (12) calendar months (for example, an Annual Plan that begins May 14th will continue May 31st 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.

© **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 ip2call.

2,2 Termination by You:

(a) **Monthly Plan:** For a Monthly Plan, You may terminate any Schedule for any reason by emailing a cancellation request to admin@ip2call.com 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, ip2call will not be required to refund to You any fees already paid.

(b) **Annual Plan:** For an annual plan, you may terminate for any reason by emailing a cancellation request to admin@ip2call.com. 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 termination fees described in the applicable order documentation of Schedule (or, in the absence of any termination fees described in such documents, a fee that is equal to the less of (i) two (2) months of the Minimum Package Fee from the end of the calendar month during which such termination occurs:

and (ii) the Minimum Package Fee for remainder of the then-current Term). The “Minimum Package Fee” is the monthly charge for Your base package excluding any additional items that You have purchased along with such base package. The early termination fee is not a penalty. It is an estimate of liquated damages suffered by ip2call as a result of your early termination of the Services.

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

2.3 Termination by ip2call

(a) 30 day termination. Ip2call may terminate this Agreement or any Schedule for any reason by providing thirty (30) calendar days notice. If ip2call 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 ip2call 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 the then-current Schedule Term, ip2call 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, ip2call will refund (or refrain from charging you) the monthly fees for the month in which Services terminate. For Schedules with either a Monthly or an Annual Plan, if ip2call terminates this Agreement, including any Schedule, pursuant to this Section 2.3(a), ip2call will not charge You monthly fees for any month following the month in which ip2call terminates this Agreement, including any Schedule.

(b) Immediate Termination. Ip2call may terminate this Agreement, including any Schedule (or suspend Your Account) immediately and without prior notice for any of the following reasons:

(i) Any material breach of this Agreement, including any Schedule by You, as determined by ip2call in its sole discretion including, but not limited to failure to make any payment when due, violation of the AUP or any other ip2call policy or procedure applicable to the Services as notified to You from time to time, which remains uncured beyond thirty (30) days notice by ip2call; or

(ii) If your use of the Services results in, or is the subject o, actual or potential legal action or threatened legal action, against ip2call or any of its affiliates, vendors, partners, representatives or customers, without consideration for whether such actual or potential legal action or threatened legal action is eventually determined be with or without merit. In lieu of terminating or suspending your entire account, ip2call may suspend your account or terminate or suspend individual users.

(c) No Refunds, Further Payment Due. If ip2call terminates this Agreement, including any Schedule, pursuant to Section 2.3(b) (i) ip2call 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 Ip2call or incurred prior to or upon termination. You agree that ip2call 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 Ip2call in connection with the Services. All of your Data will be irrevocable deleted (as soon as fourteen (14) calender days) following the termination of this Agreement or the applicable Schedule, including but not limited to databases, contacts, calenders, email, website content, and any Data hosted by ip2call. It will be solely Your responsibility to secure all necessary Data from Your Account prior to termination. Ip2call will not be responsible or otherwise liable for any los of Your Sata 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 Schedules Initial term provided, that ip2call 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 an ip2call vendor increases the price that it charges to ip2call for the underlying licenses or services that ip2call delivers to You, then ip2call 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 ip2call by such vendor. If you do not agree with any such Schedule immediately upon notice received within thirty (30) calendar days of date of notice of the fee increase. All payment made to ip2call shall be in U.S. dollars.

3.2 Billing and Payment Arrangements. Ip2call 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, returned payment 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 in the billing portal. On or about the first (1st) day of each month, ip2call 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 billing portal. Payment by automated means includes any form of automated payment accepted by ip2call from time to time, including credit card, debit card, ACH or other means.

(b) You must provide ip2call with valid automated payment information as a condition to receive or use the Services. You are responsible for and agree to update ip2call 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 ip2call with the automated payment information, You authorize ip2call 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, ip2call will email a warning to your Account billing contacts.**

(c) If ip2call is unable to successfully process Your payment by automated means by the fifth (5th) calendar day of the month for which the payment is due, your payment will be considered late and not paid in full. Ip2call may suspend or terminate your Account in accordance with Section 2.3 (b)(i) for failure to timely pay in full. Late payments are subject to a late-payment charge of twenty five dollars (\$25.00) . You will pay all collection costs incurred by ip2call (including, without limitation, reasonable attorney's fees).

3.4 Fees for Excess Use. You agree to monitor and maintain Your Accounts within the ip2call AUP policies and procedures.

3.5 Taxes. In addition to ip2call 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 Services. Ip2call 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).

3.6 Bill Dispute. You will notify ip2call of any dispute relating to charges billed to Your Account by submitting a billing dispute notification via email to admin@ip2call.com. 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 all amounts billed hereunder. You waive all rights to dispute any charges not disputed by written notice as required above.

3.7 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 decline to receive hard copies of any such materials. You agree to receive all such communications in the English Language.

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

4.1 Limited Warranty. Ip2call 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. Ip2call 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.

4.2 Limitation of Liability. Ip2call will not be liable for any direct, indirect, incidental, special, punitive or consequential damages (including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like) in connection with any claim arising under or in connection with this Agreement or the Services provided hereunder, regardless of whether ip2call or any ip2cal 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 exvlusions may not apply to all parties. In such jurisdictions, and only jurisdictions, the liability is limited to the fullest extent permitted by law. Ip2call 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 devises, time bombs, trap door, trojan horses, works, viruses and similar mechanisms. You agree that the total liability of ip2call and any ip2call party and Your sole remedy for any claims (i) regarding the Services for which a remedy is set for the 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 4.2 . is limited to the lessor of (a) One Thousand Dollars (\$1000.00) and (b) the prior one (1) month of Service fees paid under this Agreement by You to ip2call.

4.3 Other Liability. None of the ip2call parties is responsible to You for any warranty provided by ip2call.

4.4 Third-Party Services. Ip2call may link to or offer Third-Party Services o ip2c’s webste or otherwise through the Services. Any purchases, 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. Ip2call does not warrant, endorse or support Third-Party Servicesor products and is not responsible or liable for such or any losses or issues that arise as a result of Your use of such services or products.

5. HARDWARE, EQUIPMENT, AND SOFTWARE.

Unless purchased from ip2call 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. Ip2call makes no representations, warranties, or assurances that third party hardware, software, services and other components will be compatible with any Service. IP2call reserves the right to change or upgrade any equipment or software that its uses to provide the Services without notice to You. IP2call will install security patches, updates, upgrades and service pack (“ 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. Ip2call cannot foresee nor be responsible or liable for service disruption or changes in functionality or performance due to Updates. Ip2call 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.

6. INDEMNIFICATION.

You agree to defend, indemnify, save, and hold Ip2call and the Ip2call parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's 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.

7. MODIFICATION OF TERMS.

Ip2call may update, amend, modify or supplement the terms and conditions of this Agreement, including any Schedules, and any SLA's , 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 any third party beneficiaries of this Agreement. You can review the most current version of this MSA, the Schedule, the SLA's , the AuP and the Privacy Policy at any time on our website <https://ip2call.com/legal>. Your continued use of Your Account or the Services after ip2call posts a new version of this Agreement will be conclusively deemed to be acceptance by You of any such new version.

8. MISCELLANEOUS.

8.1. Governing, Law, Jurisdiction, Forum: Attorney's Fees. This agreement will be governed by and construed in accordance with the laws of State of Virginia without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought exclusively in any court of competent jurisdiction located in Loudon County, Virginia. In any action to enforce this agreement, including, without limitation, any action by ip2call for the recovery of fees due hereunder, You agree to pay IP2call's reasonable attorney's fees and costs in connection with such action if ip2call 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.

8.2 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.

8.3 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 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.

8.4 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.

8.5 Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive, i.e., the exercise of one (1) or more of e 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 shall 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 obligation of the parties shall be enforceable in equity as well as at law or otherwise.

8.6 No Assignment. No benefit or duty of You under this Agreement will, without the consent of ip2call, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. Ip2call may assign this Agreement without Your consent and without notice.

8.7 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.

8.8 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, 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.

8.9 Independent Parties. Notwithstanding anything to the contrary herein, it is acknowledged, confirmed, and agreed that You shall be deemed to be an independent entity for all intents and purposes, including, without limitation, federal taxation. You shall pay all expenses in connection with performing Your obligations hereunder and shall not incur any indebtedness on behalf of ip2call in connection with such expenses. Neither party shall have or hold itself out as having any right, authority nor agency to act on behalf of the other party in any capacity or in any manner, except as be specifically authorized in this Agreement.

9. ENTIRE AGREEMENT.

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 Ip2call with respect to the Services.