



## **MASTER SERVICE AGREEMENT**

This Agreement ("MSA") is made by and between UniVoIP, Inc. and its affiliates ("UniVoIP"), a provider of telecommunications and related services ("Services") located at 830 Parkview Dr. N., El Segundo, CA 90245, a State of California Corporation, and the legal entity you represent listed in the executed Proposal/Quote and identified here as the ("Customer"). This Subscriber Service Agreement MSA governs your use of Applications and/or Services provided by UniVoIP, including but not limited to OfficeConnect Automatic Voicemail Transcription, OfficeConnect Business Edition (BE), OfficeConnect Business Edition Receptionist Soft Console, OfficeConnect Business Edition Salesforce™ Integration, OfficeConnect Outlook™ TAPI Dialer, OfficeConnect Business Edition Virtual Extension, OfficeConnect Enterprise Edition (EE), OfficeConnect Enterprise Edition Agent Softphone, Office Connect Enterprise Edition Auto Attendant, OfficeConnect Enterprise Edition Voicemail, OfficeConnect Enterprise Edition Call Recording, OfficeConnect Enterprise Edition Google Integration, OfficeConnect Enterprise Edition Intelligent IVR Port, OfficeConnect Enterprise Edition Lync – Skype for Business, OfficeConnect Enterprise Edition Multimedia Agent, OfficeConnect Enterprise Edition Multimedia Supervisor, OfficeConnect Enterprise Edition Receptionist Soft Console, OfficeConnect Enterprise Edition Salesforce DC Integration, OfficeConnect Enterprise Edition Toll Free Number, OfficeConnect Enterprise Edition Desktop Softphone Add-on, OfficeConnect Enterprise Edition Mobility Add-on, OfficeConnect Enterprise Edition Virtual Extension, OfficeConnect Enterprise Edition Voice Agent, OfficeConnect Enterprise Edition Voice Supervisor, OfficeConnect Analog Phone Service, UniFax, Point-to-Point T1, MPLS, E-Line, Broadband, Broadband Site Survivability, Conference Bridge, DoctorConnect™ Service, as well as other Applications and/or Services provided by UniVoIP as they become available.

### **1. TERM OF AGREEMENT**

1.1 **Term:** The term of this MSA is for the period as defined in the executed Agreement to Subscribe to Hosted Voice over IP (VoIP) Telephone System and Internet Access Service ("Proposal") and starts from the date of installation, commissioning or renewal of the Services. The MSA and the executed Proposal, which is incorporated herein by reference, together shall be known as the "Agreement". You agree to maintain your Services through the term of the Agreement (the "Term") until either terminated pursuant to the provisions below or replaced with a new agreement.

1.2 **Termination:** You will provide at least 60 days' written notice before the expiration of the initial Term as to your intention to renew or terminate your service. Customer must submit a disconnection request to [billing@univoip.com](mailto:billing@univoip.com). With proper notice, you may: a) enter into a new Agreement effective on the first day after the expiration of the existing agreement; or b) cancel the existing agreement upon its expiration date and terminate all your Services. If you fail to notify us, **this Agreement will automatically renew at the same initial rates and for the same length of term as this Agreement.** In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, UniVoIP shall have the option of continuing to provide such Services on a month to month basis, priced at UniVoIP's then current monthly rates.

### **2. GRANT OF LICENSE**

2.1 Subject to the terms and conditions of this Agreement, UniVoIP grants to Customer, a limited, personal, non-exclusive, non-transferable, non-assignable, non-resalable, revocable subscription to licenses for the exclusive operation of Customer's day-to-day telecommunications operation for the Term of the Agreement.

2.2 You agree not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications or Services, or any parts thereof. You agree not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by UniVoIP for any purpose, including without limitation causing the Applications to connect to any computer server or other device not authorized by UniVoIP or in a manner not authorized by UniVoIP.



### **3. SERVICE ENROLLMENT REQUIREMENTS**

3.1 Upon signing up for the Services and at subsequent times as requested by Univoip, Customer agrees to provide to Univoip Customer's true, accurate, current, and complete business name, administrator name, authorized agent(s), billing address, shipping address, the addresses where the Services will primarily be used, 911 registered address for each applicable device, email address, contact phone number, credit card information, and other data which may be necessary to administer Customer's Univoip account ("Account") (collectively, "Enrollment Data"). Customer represents and warrants that the information it has and will provide is accurate, current, and complete, and agrees to promptly update any of the information if it changes. If Customer provides Enrollment Data that is, or that Univoip suspects to be false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, Univoip has the right, in its sole discretion, to suspend or terminate the Services and refuse any and all current or future use of all Services to Customer, Customer's business(es), affiliates and all users of Customer Account. At all times, Customer shall maintain and promptly update Enrollment Data.

3.2 Upon completion of all Enrollment Data and acceptance of this Agreement, Univoip will provide the Customer with, as applicable, a password(s), user ID(s), PIN(s), telephone number(s), and other account information. Customer will be required to provide a security question and answer that will be used to verify ownership or affiliation with the Account. You are solely responsible for maintaining the confidentiality of all passwords, PINs, and security questions and answers associated with the Account at all times, Customer will be solely responsible for all transactions and activities that occur as a result of the disclosure (whether authorized or unauthorized) of any password(s), PIN(s), and/or security questions(s) and answer(s) associated with the Account, even if such transactions and/or activities were not authorized by the Customer. Customer is solely liable for any transactions or activities by Customer or anyone else that occur on Customer's Account. Customer shall immediately notify Univoip of any unauthorized use of Customer's Account or if any other breach of security has occurred. In no event, shall Univoip be liable for any unauthorized use of Customer's Account.

3.3 In connection with the enrollment, implementation, maintenance, or servicing of the Services, Customer will be required to provide data, information and other materials, including but not limited to employee names, email addresses and cellular phone numbers (collectively "Customer Data"). Customer hereby grants to Univoip a royalty-free, fully paid-up, non-exclusive, non-transferable (except in connection with an assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data to the extent required to provide or improve the Services. Univoip may also share Customer Data as permitted pursuant to Univoip's Privacy Policy, available here (<http://univoip.com/privacy-policy>), which is incorporated into this Agreement.

### **4. ACCOUNT OWNER**

The Account owner shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with Univoip. Any changes to ownership must be supported by appropriate legal documentation, and the Agreement is not assignable by Customer absent express written authorization by Univoip. If Univoip is unable to determine the valid owner of the Account, Univoip reserves the right to suspend or terminate the Account and Services.

### **5. CUSTOMER REPRESENTATION**

Customer represents and warrants that Customer possesses the legal right, capacity, and ability to enter into this Agreement. Customer agrees to be financially responsible for use of the Services, including the authorized or unauthorized use of Customer Account. Customer represents and warrants that Customer will not use the Services in environments requiring fail-safe performance or in which the failure of the Services could lead directly to death, personal injury, or severe physical or environment damages.

### **6. USE POLICY**

6.1 Customer shall not use the Services for any illegal, fraudulent, improper, or abusive purpose, such as but not limited to, obscene, threatening, harassing, defamatory, fraudulent, malicious, or invasive of another's privacy, creating false Caller ID identity (ID spoofing), transmitting any material that violates the foreign and domestic intellectual property



rights or other rights of third parties, violating U.S. or foreign law regarding the transmission of technical data or software, using the Services in excess of UniVoIP's sole discretion of what would be expected in normal business use, using the Services to transmit or receive Protected Health Information (PHI) , or store PHI on a non-temporary basis.

6.2 Customer is responsible for monitoring Customer's call use logs and invoices for possible unlawful or fraudulent usage. Customer shall notify UniVoIP immediately if Customer becomes aware or has reason to believe that its services through UniVoIP are being stolen or fraudulently used. For such matters Customer must call our support line 24/7 at (310) 356-4811. Customer acknowledges and agrees that Customer's failure to notify UniVoIP may result in the termination of Services and additional charges to Customer. UniVoIP shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's account. Customer shall be liable for all use through its subscription, including any and all stolen Services or fraudulent use Services.

## **7. BILLING AND PAYMENT**

7.1 Any applicable activation, usage, monthly recurring charges, installation charges, termination fees, and other fees are billed in advance. Non-prepaid usage and international calling fees if any are billed in arrears. All invoices are provided electronically by email. Customer may request a paper invoice mailed to them for an additional fee. Customer shall provide us with a payment method such as a valid credit card and authorize UniVoIP to collect from the payment method. Any authorization will remain valid until thirty (30) days after Customer terminates UniVoIP's authority to charge Customer's payment method. Upon termination UniVoIP will charge Customer any fees and any other outstanding charges and disconnect Customer's Services. Customer agrees to notify UniVoIP of any changes to Customer's payment method, such as credit card account number, expiration date, or billing address changes. Customer is responsible to notify UniVoIP for any unprocessed or misprocessed charges due to any reason. UniVoIP will make all reasonable attempts to remedy the situation in a timely manner. Customer agrees to pay UniVoIP interest at the lesser rate of 18% per annum or the highest rate allowed by law for any amounts unpaid as of the due date. UniVoIP will assess an additional fee of the lesser of \$50 dollars or the highest amount allowed by law for any credit card chargeback or check returned for nonpayment.

7.2 If Customer fails to pay any amount due within (30) days of the due date, UniVoIP may terminate this Agreement or suspend (in whole or in part) the service in UniVoIP's sole discretion pursuant to a written five (5) day notice provided to the Customer. Termination for non-payment shall not relieve Customer of its outstanding obligations under this Agreement, including payment all unpaid installments and recurring charges that would otherwise have become due during the balance of the operative Term. If UniVoIP suspends the service (in whole or in part), Customer's Account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of \$150.00

7.3 In the event of an uncured (or incurable) breach of this Agreement by Customer, Customer shall be in default there under and all unpaid installments and recurring charges otherwise due during the Term shall become immediately due and payable. Further, in addition to all other remedies available to UniVoIP by law or equity or under this Agreement, and not in limitation thereof, UniVoIP may, until said is paid in full: (a) collect interest upon the sum then owing at the maximum legal rate per annual; (b) disconnect the Services or otherwise render it inoperable; (c) cease maintaining or installing the Services; and/or (d) cease performing warranty service without extending the warranty period.

7.4 Accounts past due for more than 90 days will be subject to collection by a third-party collection agency.

7.5 Should Customer cancel the Agreement prior to the expiration of the Initial Term, or if the Agreement is terminated as a result of a breach of the Agreement by Customer, such cancellation or termination shall be without any liability to UniVoIP and without any, all or partial, refund of fees collected under this Agreement.

## **8. TAXES AND REGULATORY RECOVERY FEES**

8.1 Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes shall be paid by Customer and will be added to



any amounts otherwise charged to Customer unless Customer provides UniVoIP with an appropriate exemption certificate. If any amounts paid for the Services are refunded by UniVoIP, applicable taxes may not be refundable.

8.2 A regulatory recovery fee will be charged monthly to offset costs incurred by UniVoIP in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The regulatory recovery fee will apply to all Service.

## **9. UPGRADES/MAINTENANCE**

Provided Customer is current in its monthly subscription payment, Customer shall be entitled to receive, without additional charge, all workarounds, maintenance releases and major releases with new features. Notwithstanding the foregoing, UniVoIP may, at its sole option, identify specific new features, which it may not make available to Customer and which, in the event it does make available to Customer, it may assess commercially reasonable additional charge/s, provided, however, that any such new features offered by UniVoIP are beyond the reasonable scope of the core feature set of UniVoIP offering. UniVoIP reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. PST/PDT to 4a.m. PST/PDT without prior notice to Customer or upon reasonable advance notice outside these time frames for Upgrades/Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption. Customer acknowledges that UniVoIP may make Upgrades based on UniVoIP's reasonable discretion and judgment that may permanently and materially diminish or impair certain functionality of the Services. These changes may be unavoidable or necessary to achieve new Upgrades.

## **10. TERMINATION**

10.1 In addition to the right to terminate this Agreement by providing at least sixty (60) days' notice prior to the end of the initial Term or a Renewal Term as detailed above in Section 1.2:

10.1.1 Either party may terminate this Agreement if the other party is in breach of any material provision of this Agreement, and such other party fails to cure within thirty (30) days after written notice. However, Customer understands and agrees that UniVoIP may at any time, and without notice to the Customer or opportunity to cure, terminate the Agreement or, alternatively, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Application or Services in the event:

- (i) of a breach of Section 6.1;
- (ii) if UniVoIP determines that Customer has used a fraudulent credit card to pay for Service charges on Customer's Account;
- (iii) Customer has verbally insulted, abused, or harassed any of UniVoIP's employees, contractors, agents, or other representatives;
- (iv) Customer has failed to respond to UniVoIP's calls or email attempts to contact Customer about his/her Account;
- (v) Customer did not or will not reasonably comply or cooperate with any applicable law or regulations;
- (vi) UniVoIP is ordered by law enforcement or other government agencies to suspend or terminate Service to Customer's Account;



- (vii) Customer brings any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against UniVoIP, or participate in any class action lawsuit against UniVoIP;
- (viii) Customer makes any disparaging statement (whether written, oral, electronic, or otherwise) against UniVoIP, its Services, or its employees, contractors, agents, investors, affiliates, or other representatives;
- (ix) UniVoIP determines that such action is necessary to protect, maintain, or improve the Services;
- (x) to prevent fraud or misrepresentation by affirmative acts and/or omissions;
- (x) to protect UniVoIP, its customers, or other third parties affiliated with UniVoIP; or
- (xi) for any other good cause, where providing thirty days' notice is either impractical or would material harm UniVoIP.

10.1.2 Customer may, upon written notice provided no later than five (5) days after third (3<sup>rd</sup>) or more unplanned Service Interruption during the second consecutive calendar month in which three (3) or more unplanned Service Interruptions occurred, terminate this Agreement without breach or penalty. By way of example, if there are three unplanned Services Interruptions in the month of July, and three unplanned Service Interruptions during the month of August, a notice must be sent within five (5) days of the last unplanned Service Interruption in August for the termination to be effective. However, Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only.

10.1.3 Unless otherwise prohibited by law, and notwithstanding any notice provisions in this Agreement to the contrary, UniVoIP may terminate this Agreement in the event of nonpayment by Customer, and Customer fails to cure within five (5) days after written notice. This right is in addition to and does not limit the rights provided to UniVoIP under Sections 7.2 and 7.3.

10.1.4 In the event that Customer files bankruptcy, and fails, within thirty (30) days thereafter, to provide adequate assurances of payment for services on a going forward basis, UniVoIP shall promptly terminate services. As used herein, UniVoIP will consider as adequate assurances of future payment, among other things, the deposit with UniVoIP of a security deposit in an amount no less than the sum of three times Customer's average monthly invoice.

10.2 In the event this Agreement is terminated by Customer pursuant to 10.1.1 or 10.1.2, Customer agrees to pay UniVoIP all disconnection, early cancellation or termination charges reasonably incurred by UniVoIP on Customer's behalf.

10.3 In the event this Agreement is terminated by UniVoIP pursuant to 10.1.1 or 10.1.3, or in the event this Agreement is terminated without cause by Customer prior to the end of the operative Term, or if the Agreement is terminated by UniVoIP for Customer's breach prior to the end of the operative Term, then Customer agrees to pay UniVoIP the following (collectively the "Early Termination Fees"):

- (i) If the Equipment was purchased, any equipment charges that were waived;



- (ii) If the Equipment is rented, the remaining rental payments that would otherwise come due during the Term had the Agreement not been terminated, become due;
- (iii) Any installation charges that were waived;
- (iv) All disconnection, early cancellation or termination charges reasonably incurred by UniVoIP on Customer's behalf;
- (v) All Recurring charges identified on the Proposal that would have otherwise become due during the Term;
- (vi) All Usage charges, if any; and
- (vii) all taxes and regulatory fees associated with the foregoing.

10.4 The parties agree that the foregoing accurately reflects the Company's damages incurred as a result of an early termination of a Contract as described in this section, and are not intended as, and shall not be construed as a penalty. Early Termination Fees shall be due and payable within thirty (30) days of the Termination Notice Date or on or before Termination date, whichever is earlier. Early termination provisions do not apply to Equipment leases that may carry their own early termination provisions.

10.5 Additionally, if customer uses the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services, such as Excessive Calls where Customer resells any Services or uses the Services to aggregate other persons' traffic, or Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider, or when ten percent (10%) or more of Customer's calls are Short Duration Calls that are six (6) seconds or less, and/or when more than forty (40%) percent of call attempts are Uncompleted Calls, per site or all sites, UniVoIP may charge additional long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers, and charge an additional price per minute in accordance with the schedule attached as Addendum 1, in UniVoIP's discretion for each call that violates this provision, restrict or cancel use or convert customer to another plan, require customer to pay for the excessive use immediately and make a deposit, and/or void any applicable price guarantee.

10.6 If Customer terminates this Agreement after the Signed date but prior to the installation of Service(s), Customer will pay UniVoIP as Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if UniVoIP's costs to other providers are greater than this amount, Customer shall also reimburse UniVoIP for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by UniVoIP to prepare for installation.

10.7 Upon any termination or suspension of Customer's Account, UniVoIP may immediately deactivate or delete Customer's Account and all related information and files in Customer's Account and/or restrict any further access to such files, information, or the Applications or Services.

10.8 UniVoIP shall not be liable to the Customer or any third party for any reason for terminating or suspending Customer's use or access to the Applications or Services.

10.9 If Customer or UniVoIP terminate or UniVoIP suspends Customer's right to use the Services, Customer shall not be entitled to any refund or proration of any pre-paid amounts, Credits, or other amounts paid to UniVoIP prior to the termination or suspension date.

10.10 Within fifteen (15) days after the conclusion of the Term of this Agreement, or upon cancellation or termination of the same, Customer must return any rental Equipment, including but not limited to phones, accessories, routers, switches, and power supplies. Customer is responsible for all return shipping charges to UniVoIP.





10.11 Change of termination date by Customer after the initial notice of termination date, creates additional labor and coordination which will incur additional charges.

## 11. SUPPORT AND SERVICE

UniVoIP is committed to provide high quality level of service and support for our customers. UniVoIP goal is to have its Services available to Customers twenty-four hours a day seven days a week. UniVoIP's target for annual Availability of our services is 99.99% excluding Scheduled and Unscheduled Maintenance. UniVoIP reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. PST/PDT to 4a.m. PST/PDT in the local time zone of the area being worked on, without prior notice to Customer, or upon reasonable advance notice outside these time frames for Upgrades/Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption.

11.1 **Credit for Core Service Outage:** Credit will be issued based on the table below. Customer must complete a Credit Request form for outages related to the Core Voice services provided by UniVoIP (see Service Level Exemptions below).

- |                                |   |
|--------------------------------|---|
| • 0 minutes to 2 hours         | No credit   |
| • 2 hours to 4 hours           | 3% credit of monthly bill                             |
| • 4 hours to 6 hours           | 6% credit of monthly bill                             |
| • 6 hours to 8 hours           | 10% credit of monthly bill                            |
| • Additional 4 hour increments | 3% per increment, not to exceed monthly billing total |

In order to receive the foregoing credit, the Customer must notify UniVoIP by completing a Credit Request Form of its claim for a credit within thirty (30) days of the Outage for which a credit is claimed.

11.2 **Service Call Procedure:** The Customer shall contact UniVoIP Customer Care Centre ("CCC") to report all service problems. The telephone number for contacting the CCC is (310) 356 – 4811 or (877) 660 – 6677. The Customer must have the following information:

- (i) Customer name and the site affected
- (ii) A call back number
- (iii) A description of the problems encountered

During the Service Call, UniVoIP will open a ticket indicating the exact time the Service Call was received, the name of the person placing the call, and the details of the Service Call. A reference number (ticket) will be supplied to the Customer during the call. If a reference number cannot be supplied during the call, one will be supplied as soon as practical.

11.3 **Service Level Exemptions:** Degradation in the performance of the Services and unavailable time shall not be included for the purposes of determining whether the Services meet the Minimum Service level, or for calculating measured unavailable time if such degradation or unavailable time arises from: (i) Scheduled Maintenance or other service interruptions agreed to by the Customer for the purpose of allowing UniVoIP to upgrade, change, implement an order, maintain, or repair the Service; (ii) directly or indirectly as the result of the acts or omissions of the Customer, any person for whom the Customer is legally responsible, or any person using the Services; (iii) failure of CPE equipment, or Customer's internal networking infrastructure, or systems not provided, or under the control or direction of UniVoIP including equipment or systems UniVoIP may obtain or contract for at the request of the Customer, or the failure of local carrier's infrastructure i.e. Broadband Services, Point-to-Point T1/DS1, MPLS, E-Line, or any other form of transport on which UniVoIP Services are delivered (and, in the event of a degradation in the Services below the Minimum Service level or an Outage occurring as the result of such circumstances UniVoIP will co-ordinate with the provider to remedy such failure as quickly as possible); (iv) any failure by the Customer to afford access to any location for which the Customer is responsible, or to any facilities required by UniVoIP for the purpose of investigating and correcting a degradation in the Services or an Outage; and (v) any event contemplated in this Agreement.



**11.4 Scheduled and Unscheduled Maintenance:** Scheduled Maintenance means any maintenance activities performed by UniVoIP on the network or switching equipment to which the Customer is connected, provided that Customer shall be given at least 48 hours advance notice of such maintenance activities. Such activities are typically performed outside of Customer's business operating hours and during the standard maintenance window between 00:01a.m. PST/PDT and 4:00a.m. PST/PDT. Notice of scheduled maintenance shall be given to Customer's designated Change Management ("CM") Single Point of Contact ("SPOC") by a method elected by UniVoIP (telephone, e-mail, fax or pager). The Customer may change its CM SPOC upon reasonable advance written notice to UniVoIP. Unscheduled maintenance means any maintenance activities performed on the UniVoIP network to which Customer's facilities are connected as a result of a Threat or an Emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption. Examples include optical cable splicing, contractor working near fiber cables and digging within ten feet of fiber cable. In the case of a Threat UniVoIP will strive to provide customers with three business days' advance notice. In the event of an Emergency (defined as unplanned critical repairs, acts of vandalism and/or nature that has caused or could cause a degradation or interruption of service) UniVoIP will make best efforts to provide customers with short-term notice and an estimated time to repair.

**11.5 Exceptions:** Customer shall not receive any credits under this Agreement with any failure or deficiency caused by or associated with circumstances beyond UniVoIP's reasonable control, including, without limitation, acts of any government body, war, insurrection, sabotage, armed conflict, terrorism, embargo, fire, flood, earthquake, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or other services provided by third party services, virus attacks, or hackers, or power used for this Agreement.

**11.6 Application of Credits:** Credits shall be applied in respect of the next billing period and shall be based on the monthly rates in effect at that time. Calculation of all credits shall be based on the call log and other records maintained by UniVoIP. In no event shall any credit be awarded in excess of the monthly rates for the affected Service in effect at the time the credit is applied. If credits remain payable following the termination of Agreement, the Customer shall be entitled to receive a rebate equal to the amount of such credits.

## **12. EQUIPMENT**

Equipment detailed on the Proposal, shall be either Purchased or Rented from UniVoIP.

**12.1 Purchase:** Where the Service Order provides for the Equipment to be purchased by Customer, title and risk of loss to the Equipment will pass to Customer upon shipment. However, in the event Customer has elected to finance such purchase, title shall pass to such third-party financier upon payment in full for the Equipment, unless the parties agree otherwise.

### **12.2 Rental:**

**12.2.1** Where the Service Order provides for Equipment to be rented by Customer as part of the Monthly Recurring Fee, title shall remain with UniVoIP. UniVoIP may, and reserves the right to, record a UCC Financing Statement for informational/precautionary purposes. Any direct physical loss or damage to the Equipment shall remain with Customer, in no event shall UniVoIP be liable for interruption of Customer's business, loss or damage to Customer's property, or any other loss, including but not limited to injury to any of Customer's employees, agents, or any other person on Customer's premises, or damage to the Equipment. Further, UniVoIP shall not be responsible for any loss resulting from: (x) unauthorized tampering or interference with the Equipment by Customer or its agents; (y) neglect or abandonment of all or part of the Equipment by Customer; or (z) any loss or damage that reasonably could have been prevented by Customer or resulted from Customer's negligence in maintaining adequate protection for the Equipment. In the event of a loss of or damage to, all or any part of, the Equipment as a result of subsections (x) through (z) inclusive, Customer will incur the expense for repair or replacement of the damaged or lost Equipment. Customer will also maintain adequate public liability insurance, copies of which shall be furnished to UniVoIP on request. UniVoIP reserves the right to require that it be named as an additional insured. THE





OCCURRENCE OF ANY LOSS OF OR DAMAGE TO, ALL OR ANY PART OF, THE HARDWARE SHALL NOT, HOWEVER, RELIEVE OR REDUCE ANY OTHER COVENANT, CONDITION OR PROVISION CONTAINED IN THIS AGREEMENT.

12.2.2 Within fourteen (14) days of the conclusion of the Term, or within fourteen (14) days after the termination of this Agreement, all rental Equipment must be returned to UniVoIP. In the event that any rental equipment is not timely returned, or is returned in an inoperable condition, Customer shall be responsible for the replacement cost of all such equipment which shall be calculated as the wholesale price of the then current model of any unreturned equipment.

12.3 **Delivery:** UniVoIP will deliver the Equipment on the date mutually agreed by the parties, FCA UPS or FedEx, costs for transportation and risk of loss transfer to the buyer after delivery to the carrier.

12.4 **Security Interest:** Until payment in full of the Equipment by Customer, Customer hereby grants to UniVoIP a security interest in the Equipment and authorizes UniVoIP or shall assist UniVoIP to file any forms necessary in order to perfect a security interest in the Equipment. As noted above in Section 12.2, in the case of a lease of the Equipment, UniVoIP is authorized to file any forms necessary to reflect its continuing ownership interest in the same.

12.5 **Equipment Warranty:** All telephone equipment such as the desktop telephones, excluding all conference phones, wireless phones and other accessories, are warranted against defect in material and workmanship under normal usage for the term of this Agreement. All other equipment sold by UniVoIP carries limited manufacturer warranty provided by the respective manufacturer of the product.

UniVoIP will not support nor warranty any Customer provided equipment unless the Equipment manufacturer name and model and type of support is explicitly noted on and agreed to in the Proposal.

12.6 **Equipment Return Policy:** Customer is responsible for all return shipping charges for any Equipment returned to UniVoIP for any reason, including situations in which Equipment is covered under warranty. Upon termination and if not paid by Customer, Customer hereby authorizes UniVoIP to immediately bill the credit card on file for the appropriate equipment not returned to UniVoIP or any equipment returned but not fully functional, missing components, manuals, peripheral devices, and all other accessories that were originally shipped or delivered with the Equipment. Before returning any Equipment that has data in its memory, please transfer all files to another file source. Once the Equipment is returned, Customer files cannot be recovered and Customer releases us of any liability for any lost, damaged, or destroyed files, data, or other information.

### 13. NUMBER PORTING

13.1 Customer acknowledges that number porting involves third parties outside of UniVoIP's control. UniVoIP will take reasonable measures to transfer or port Customer numbers as long as Customer follows necessary and specific procedures for porting between service providers. Customer agrees that UniVoIP will not be held liable for failure or delay of any third party to cooperate in porting of any telephone number, or for the allegedly unauthorized porting of any telephone number by a third party.

13.2 UniVoIP utilizes third party carrier to port telephone numbers in accordance with applicable Regulatory Rules. Industry guidelines require very specific detailed information to complete telephone number port. Customer will be required to provide such detailed information to complete a port request. Inaccurate or incomplete information will delay the port request. UniVoIP will not be held liable for failure of delay to provision incomplete or inaccurate information by the Customer.

For porting numbers out of your UniVoIP Account, contact your new service provider. Customer understands that porting numbers out of Customer's Account does not automatically terminate the Agreement.



#### **14. NUMBER AVAILABILITY**

14.1 Customer understands that numbers assigned prior to activation may not be available until the Services are activated. Customer should not publish the numbers, or order any printed material showing a telephone number until the telephone number becomes active. UniVoIP shall not be liable for reimbursement for any publication and/or business cards under any conditions.

14.2 Customer understands and agrees UniVoIP may from time to time need to change the telephone number assigned to the Customer due to area code split or for any reason. UniVoIP shall not be liable for any damages, including consequential, special damages or other damages to the Customer in the event that UniVoIP needs to assign new telephone numbers to the Customer.

#### **15. WARRANTY AND LIABILITY**

The express warranties set forth in this agreement are in lieu of all other warranties, express or implied, including, without limitation, any warranties or merchantability of fitness for a particular purpose. All such warranties are disclaimed and excluded by UniVoIP. Abuse or operator neglect, missing parts, cost of transportation, servicing of products not listed in this contract, services not specified in this agreement, acts of God, and other equipment still under manufacturer's warranties are excluded. UniVoIP shall hold no Liability for any loss or damage caused by delay in furnishing services, replacement products or parts under this agreement. It is expressly understood and agreed that in the event of any harm or damages to Customer, or Customer's agents or employees, UniVoIP's liability shall be limited to the total amount paid by Customer to UniVoIP under the Agreement during the twelve (12) month period preceding the date of loss or damage, and this shall be Client's only remedy, regardless of what legal theory (including without limitation, breach of contract, negligence, products liability or breach of warranty) is used to determine that UniVoIP was liable for such injury or loss. In no event, will UniVoIP's liability of any kind include any special, incidental, punitive, or consequential damages, including but not limited to damages for lost data, lost profits, and/or increased business expenses, even if UniVoIP has knowledge of such potential loss or damages.

#### **16. ADDITIONAL PROFESSIONAL SERVICES**

If Customer requests Professional Services, such as support services not provided under this Agreement, i.e. consulting services, cabling work, IT services, UniVoIP may (but is not obligated) provide such Professional Services or recommend appropriate outside consultants. If UniVoIP agrees to provide such Professional Services at Customer's request, fees for such Professional Services may be provided pursuant to a fixed fee or UniVoIP's standard time and material rates. Such additional Professional Services will be provided pursuant to an addendum and the other terms and conditions of this Agreement and may be described in an agreed-upon statement of work.

#### **17. PERFORMANCE STATEMENT**

It is our policy to provide our Customers with a product that meets their expectations by providing services that are reliable, highly available and function as advertised. You have 30 days from the Activation of Service/s to cancel your subscription for non-performance reasons. This performance statement is applicable only to services that are provided by UniVoIP, and excludes performance issues caused by Customer's internal network or Internet connection or Broadband service provided via the Customer.

#### **18. MARKETING**

Customer consents to UniVoIP referencing Customer's name and logo as a UniVoIP customer in UniVoIP publications, its website, and other marketing materials.

#### **19. MULTI-PARTY CONFERENCING SERVICES**

Subject to the terms and conditions of this Agreement, and for the Term of this Agreement, Customer may use the UniVoIP's Conference Bridge Conferencing Services as an add-on service.



**19.1 Conferencing Services Fees:** Customer shall pay to UniVoIP, Services Fees as specified in the Proposal. Customer shall be required to pay the Services Fees for all Customer usage (including testing and production usage) of Conferencing Services, including all applicable taxes.

**19.2 Lawful Purposes:** Customer agrees that it will use the Conferencing Services only for lawful purposes and in accordance with this Agreement. Customer shall comply with all applicable laws and regulations when using the Conferencing Services or accessing the Conferencing Services Web Portal, including without limitation, compliance with applicable international privacy laws, privacy policies of Customer and third parties and other laws regarding the transfer and/or transmission of voice and data.

**19.3 Unauthorized Use:** Customer will be responsible for and shall pay any applicable Services Fees associated with any unauthorized use or fraud by Customer or Customer's users of the Conferencing Services, conference rooms assigned to Customer, and Customer's Account. In the event Customer becomes aware of such unauthorized use, UniVoIP will issue to Customer, at Customer's request, replacement conference room number for use with the Conferencing Services.

**19.4 Network Integrity:** To protect the integrity of the UniVoIP Network, UniVoIP may, without liability, temporarily block any toll-free, local telephone number, or access to specific conference rooms having usage surges. Additionally, UniVoIP may, without liability, temporarily block Customer Internet access to the Conferencing Services Web Portal during usage surges. UniVoIP agrees to use commercially reasonable efforts to promptly notify Customer after blockage has occurred.

## **20. DISCLAIMER / LIMITATIONS OF LIABILITY**

**20.1 Recording of Conversations:** This Service allows Customers to record individual telephone conversations. The laws vary from state to state regarding notices, notifications, and consent requirements for recording conversations. Customer is solely responsible to know, learn about, and comply fully with all federal, state, and local laws in any relevant jurisdiction when using this Service. Customer hereby agrees to fully and forever releases, discharges, hold harmless and fully defend and indemnify UniVoIP from and against any damages or liabilities of any kind related to recording of any telephone conversations by using the Services.

There are both federal and state statutes governing the use of electronic, mechanical or other device recordings. The unlawful use of such equipment can give rise not only to a civil suit by the "injured" party, but also criminal prosecution. Accordingly, it is critical that you know the statutes that apply and what the rights and responsibilities are when recording and disclosing communications.

Customer represents and warrants that, prior to utilizing the Service to record any telephone conversation it has acquired or will acquire all necessary consents to said recording in accordance with the laws governing Customer's jurisdiction.

**20.2 Quality of Service over Internet Connection:** Customer acknowledges that when using the UniVoIP's services over the Internet, the service reliability and voice quality is dependent strictly on the customer's Internet Quality of Service (QoS) provided by their or UniVoIP ISP and the general quality of service within the public Internet network and is beyond the reasonable control of UniVoIP.

**20.3 Broadband Services Provided by UniVoIP:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BROADBAND SERVICES PROVIDED BY UNIVOIP HEREUNDER ARE PROVIDED "AS IS, AS AVAILABLE". EXCEPT AS SPECIFIED IN THIS, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.



**20.4 Registered Location:** UniVoIP will register your Main Business Telephone Number (MBTN) with Public Safety Answering Point (PSAP) for 911 service. Customer agrees to provide UniVoIP with complete and accurate Registration Location for every of Customer's sites prior to service activation of each site. In case of any changes to the Registered Location, Customer must contact UniVoIP by calling 310-356-4811 during regular business hours to provide the updated Registered Location information.

**20.5 911 Service:** We are required by FCC to advise you of circumstances under which 911 may not be available or may in some way have limitations over a traditional 911 service.

- When there is an internet connection failure over which UniVoIP Services are interrupted, 911 services will not be available
- When there is a power outage and the Internet Modem, Ethernet Switches, PoE Adaptors, ATAs or VoIP phones are without power, you will not have phone service and 911 services will not be available.
- When you are using the VoIP Services in a location other than where the device was originally registered with the PSAP, 911 services will not function properly, and you may have to provide your location to 911 response center.
- If you do not provide UniVoIP with a correct or accurate Registration Location or fail to inform UniVoIP of changes in your Registration Location, 911 services will not function properly.
- Customer must notify all users at each site of the 911 limitation listed above

**20.6 Toll Fraud Disclaimer/Warning:** UniVoIP disclaims any express or implied warranty that Software or Hardware are technically immune from or prevent fraudulent intrusions into and/or unauthorized use (including its interconnection to the long-distance network).

**20.7 Invasion of Privacy Disclaimer/Warning:** UniVoIP hereby disclaims any express or implied warranty that Software or Hardware are technically immune from or prevent unlawful and/or unauthorized utilization that may result in invasion of one's right to privacy.

**20.8 Loss or Theft of Data:** UniVoIP hereby disclaims any express or implied warranty that its Software or Hardware are technically immune from or prevent improper, unlawful and/or unauthorized utilization that may result in the loss of or theft of electronic data. UniVoIP hereby warns Customer that such is possible, and Customer agrees to warn its Users of such.

**20.9 Emergency 911 Warning:** Customer acknowledges that it is possible to configure Services in such a manner (including but not limited to remote sites) that it does not provide specific user location identification in the event of an Emergency 911 call, and Customer agrees to warn its End Users of such.

**20.10 Product Names:** Customer acknowledges that Product Names are used for reference to certain types of services. The Product Names may change without notice for variety of reasons such as but not limited to a more accurate description of the Service, or Trademark laws. This change in the product name will not affect this Agreement in its entirety.

**20.11 Music on Hold:** Although, most people buy tapes, CDs, and audio files thinking they are now their property, there is a distinction in the law between owning a copy of the songs and owning the actual songs. The music on the tapes, CDs and audio files still belongs to the songwriter, composer, and/or music publisher of the work. When you buy a tape or CD, the purchase price covers only your private listening use, similar to the "home" use of "home" videos. Once you decide to play these tapes, CDs, or audio files in your business, it becomes a public performance. Songwriters, composers, and music publishers have the exclusive right of public performance of their musical works under the U.S. copyright law. Therefore, any public performance – including by way of on-hold music – requires permission from the copyright owner(s). It is the Customer's responsibility to verify the Music-on-Hold files provided to UniVoIP meet U.S. copyright laws. Furthermore, Customer will fully indemnify UniVoIP for use of any unlicensed music on the Music-on-Hold files provided to UniVoIP.



IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD-PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR DOWNTIME) WHATSOEVER, REGARDLESS OF THE CAUSE.

## 21. GENERAL PROVISIONS

21.1 **Force Majeure:** Neither UniVoIP nor Customer shall be deemed to be in default of any provision of this Agreement for a failure in performance resulting from acts of God or events beyond their reasonable control. Such acts shall include accidents, civil disturbances, terrorism, strikes, lightning, fires, floods, earthquakes or other natural catastrophes, or other force majeure events beyond the reasonable control of such non-performing party.

21.2 **Assignment:** Customer shall not assign or transfer any executor rights under this Agreement, in whole or in part, without the prior written consent of UniVoIP, which consent shall not be unreasonably withheld. UniVoIP reserves the right, at its sole discretion, to withhold its consent should it have reason to believe that its business interests would be harmed by such assignment. UniVoIP shall have the right to assign this Agreement to any UniVoIP subsidiary or affiliated company, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Agreement, or the sale or transfer of the voting stock or shares of UniVoIP resulting in a change in its effective control.

21.3 **Severability:** If any provision of this Agreement shall be found to be unlawful, void or unenforceable in whole or in part for any reason, such provision or such part thereof shall be deemed separate from and shall in no way affect the validity of the remainder of this Agreement. If such provision or part thereof shall be deemed unlawful, void, or unenforceable due to its scope or breadth, such provision or part thereof shall be deemed valid to the extent of the scope or breadth permitted by law.

21.4 **Headings and Sections:** All headings and captions contained herein are for convenience and ease of reference only. Numbered or lettered sections, sub-sections, and schedules contained in this Agreement refer to sections, sub-sections, and schedules of this Agreement.

21.5 **Third-Party Beneficiaries:** The parties understand and agree that this Agreement is for their own respective benefit only, and it is not intended to and does not create third-party beneficiary status on any other person or entity whatsoever, including, but not limited to, Customer's End User.

21.6 **Notices:** Any official legal notices required to be given to Customer shall be sent via first class U.S. mail addressed to the President or Owner where applicable, at Customer's principal place of business as indicated in this Agreement. Likewise notices to UniVoIP shall be sent in the same manner to El Segundo, California at 830 Parkview Drive North, (zip 90245) in c/o Legal Department. All other notices may be sent via electronic mail or via facsimile to UniVoIP.

21.7 **Waiver:** Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights hereunder only by execution of a written instrument expressly waiving such right. Any failure by UniVoIP to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right thereof. Further, a waiver of any provisions in any one instance shall not be deemed a waiver of any provision in any other instance.

21.8 **Publicity:** Any publicity, above and beyond UniVoIP referencing Customer's name and logo as a UniVoIP customer in UniVoIP publications, its website, and other marketing materials, regarding this Agreement shall be achieved only by mutual consent of the parties. Any such publicity shall be in the form of a general announcement only. Specific terms shall be held in strict confidence.

21.9 **Attorney Fees:** In any dispute arising out of or related to this Agreement the prevailing party shall be entitled to reasonable attorney fees and costs.



**UniVoIP, Inc.**  
830 Parkview Dr. N.  
El Segundo, CA 90245

21.10 **Governing Law and Venue:** This Agreement shall be governed by the substantive laws of the State of California, and exclusive venue is agreed to be in a court of competent jurisdiction in Los Angeles County, California.

21.11 **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter contained herein. There are no other Agreements pertaining to the subject matter hereof, either oral or written. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute the same instrument.

21.12 **Changes.** This Master Services Agreement may be amended by UniVoIP from time to time, with or without notice to Customer, to address, among other things, technological, operational, or regulatory changes affecting delivery of the Services. UniVoIP will endeavor to provide Customer with notice of any material changes to this Master Services Agreement, which notice may be given by e-mail or may be included in an invoice to Customer. Customer agrees that it is responsible for checking the URL where this Master Services Agreement is stored to view any changes, and Customer's continued use of the Services after changes to this Master Services Agreement constitutes Customer's agreement to the changed Master Services Agreement. You may access the current UniVoIP Master Services Agreement, including any revisions thereto, at: [www.univoip.com/msa](http://www.univoip.com/msa). Any modifications to the Master Services Agreement requested by Customer must be in writing and will only be binding if signed by UniVoIP. This Agreement may not be modified orally, and neither party shall not be bound by any verbal agreement or verbal modifications.

\* \* \* \* \*





**UniVoIP, Inc.**  
830 Parkview Dr. N.  
El Segundo, CA 90245

**ADDENDUM 1**

Excessive Calls	\$0.03 per minute
Short Duration Calls	\$0.03 per call
Uncompleted Calls	\$0.03 per call