



MASTER SERVICE AGREEMENT

THE FOLLOWING TERMS AND CONDITIONS ("MASTER SERVICE AGREEMENT" OR "AGREEMENT") SHALL APPLY TO AND CONTROL ANY PERSON AND/OR ENTITY (HEREINAFTER THE "CUSTOMER", "YOU" OR "YOUR") ORDERING, HAVING ACCESS TO, AND/OR USING THE SERVICE(S) DESCRIBED HEREIN, AND **DYNA RING, LLC**, WITH A PRINCIPAL PLACE OF BUSINESS AT 10003 NW MILITARY HWY, SUITE 2213, SAN ANTONIO, TX 78231 AS PROVIDER OF THE TELECOMMUNICATIONS SERVICES HEREUNDER ("PROVIDER", "US", OR "WE"). BY SUBMITTING A SERVICE ORDER, AND/OR ACCESSING AND/OR USING THE SERVICE(S), CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, IS AGREEING TO ALL THE TERMS AND CONDITIONS HEREIN, AND CONSENTS TO BE BOUND BY AND BECOME A PARTY HERETO. SHOULD CUSTOMER NOT AGREE TO OR BE ABLE TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER SHALL IMMEDIATELY CEASE ANY USE OF THE SERVICE(S) OR TERMINATE THE REGISTRATION/ORDER PROCESS. CUSTOMER SHALL BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES, CONTRACTORS OR OTHER USERS (COLLECTIVELY, "USERS"), AND SUCH ACCESS OR USE BY SUCH USERS SHALL BE DEEMED THAT OF CUSTOMER.

1. THE SERVICE

1.1 **General Description.** Provider is in the business of selling international and domestic Voice over Internet Protocol ("VoIP") telecommunications service and certain non-telecommunications services, including, without limitation, Short Message Service ("SMS Services") (collectively, the "Services"), and Customer desires to purchase and utilize such Services. The Services consist of a combination of software solutions, products, networks, services, and hosting facilities (the "Network"), components of which Provider has been granted access and/or licenses to by third party licensors, suppliers, vendors, and subcontractors ("Third Party Vendors"). In no event shall Customer's use of the Services, or Provider's contractual arrangement with any Third-Party Vendors create any agency, employment, joint venture, partnership, representation, contractual or fiduciary relationship between such Third Party Vendors and Customer. Customer may not resell the Services unless Provider expressly permits the same in writing. If resale is permitted, Customer's Users to whom the Services are resold are herein referred to as "Subscribers." For the avoidance of doubt, Subscribers are Users hereunder.

1.2 **Fees.** Price Lists establish the Fees of certain of the Services. Price Lists are incorporated herein by reference. In addition, certain fees and charges associated with the Services shall be set forth within each Service's respective Service Order form, other fee schedules, this Agreement and/or other policies and/or price lists furnished by Provider from time to time, all of which may be amended by Provider in its sole discretion. Provider reserves the right to modify any fees and/or rates with seven (7) days notice.

1.3 **Modifications to Service.** Provider and any Third-Party Vendor may modify, expand, decrease, improve, maintain and/or repair the Services or Network at any time and without liability to the Customer or any third party although such process may require a temporary suspension of Services or increased rates.

1.4 **Compatibility.** Traffic carried by the Services must be IP originated. Customer acknowledges and agrees that the Services may not be compatible with all communication equipment and Customer will be responsible to provide conforming equipment unless the parties otherwise agree in writing.

1.5 **Power Outages.** The Service does not function in the event of power failure. Should there be a power interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require that Equipment be reset or reconfigured prior to utilizing the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including any 911 calling feature that may be activated in or accessed by the Service.

1.6 **Non-Supported Calling.** Provider does not support 0+ calling (including without limitation collect or third-party billing), 900 and 976 calls, and 10-10 "dial-around" calls. The Services may not support 311, 411, 511 and/or other x11 services in some or all Service areas. Customer understands and acknowledges that access to the aforementioned functionality is not part of the Services.

1.7 **Short Message Service (SMS) and Multimedia Messaging Service (MMS).** Customer may purchase SMS Services from Provider and Multimedia Messaging Services (the "MMS Services") for person to person inbound and outbound text messaging and sending attached files. Customer shall at all times comply with laws and regulations governing the use of SMS Services and MMS Services including those that control use of SMS and MMS for marketing or solicitation purposes, in addition to all Telephone Consumer Protection Act ("TCPA") rules, and all rules pertaining to blocking and Do-Not-Originate requirements and guidelines promulgated by the FCC. Provider will deliver SMS and MMS messages to the best of its ability but does not guarantee that any message sent via the SMS Services and MMS Services will reach the intended recipient. Provider may reject SMS and MMS messages in accordance with FCC guidelines and requirements. SMS messages are delivered in plain text and are not secured. MMS files are not secured. Customer accepts responsibility for, and Provider accepts no responsibility for, any SMS message or MMS file communicated via the SMS Services or MMS Services, including any message that is received by a party other than one intended by the sender. Messages to mobile networks charging fees for SMS delivery and MMS delivery will incur additional fees. Customer agrees not to use the SMS Service or MMS Service for communications of any kind in a manner prohibited by law. Provider stores SMS and MMS messages on a server for thirty (30) days from the date of SMS or MMS to enable Customer to retrieve the SMS or MMS, and then the files are deleted.

1.8 **Call Failover Service.** Customer may purchase Call Failover Service, whereby an unanswered call is to be forwarded to a secondary Customer selected number. Provider does not guarantee that any call acted upon by the Call Failover Service will reach the secondary number selected by Customer. The Call Failover Service is only to be used in the case of a temporary failure that prevents delivery of the call to the target number. Customer agrees not to provide a Call Failover number that has not been issued to Customer for its own use. Customer is responsible to provide the secondary number to Provider. Provider accepts no responsibility for any calls that are forwarded to a party other than Customer.

1.9 **Fax to Email Service.** If Customer purchases Fax to Email Service from Provider, facsimiles received at the number designated for Fax to Email Service will be converted to emails and delivered to Customer in an unsecured email format. Accordingly, Customer should not receive sensitive documents via the Fax to Email Service and accepts responsibility for all communications received via the Fax to Email Service. Provider accepts no responsibility for any communication that is accessed by an unintended third party or for any communication or lack of communication that uses or attempts to use the Fax to Email Service. Provider does not guarantee that any fax sent to the Fax to Email Service will be properly converted to email and does not guarantee that any fax sent to the Fax to Email Service will be delivered to the Customer.

1.10 **Email to Fax Service.** If Customer purchases Email to Fax Service from Provider, emails sent from the number designated for Email to Fax Service will be converted to facsimiles and delivered to a Customer designated facsimile number in an unsecured format. Accordingly, Customer should not send sensitive documents via the Email to Fax Service. Provider accepts no responsibility for any communication that is accessed by an unintended third party or for any delivery, mis-delivery, or non-delivery of a communication that uses or attempts to use the Email to Fax Service. Provider does not guarantee that any fax sent to the Fax to Email Service will be properly converted to email and does not guarantee that any fax

sent to the Fax to Email Service will be delivered to Customer. Customer agrees not to use the Email to Fax Service to send advertisements or solicitations of any kind in a manner prohibited by law. Customer agrees to use the Email to Fax Service only to communicate to a single recipient known to the sender each time the Email to Fax Service is used.

1.11 **International Voice Termination.** If Customer purchases International Voice Termination Service from Provider, rates shall be as set forth in the Rate Deck or Rate Decks offered by Provider for such Services. International Services and rates that Provider will charge Customer are subject to change with or without notice. Provider does not guarantee international call delivery and may block routes it determines may be improperly using the Services at any time.

1.12 **Voice Response Services for Toll Free Services.** In the event an inbound Toll-Free Call is sent to Customer and such call is not accepted by Customer's equipment or such equipment is unable to complete the call for any reason, Customer shall be responsible for any and all surcharges levied onto Customer by Provider for such incomplete call. In an attempt to assist Customer to avoid such surcharges, Provider will automatically provide Customer Voice Response Services ("CVRS") designed to redirect incomplete Toll-Free Calls to Provider's Voice Response platform, which will complete the call and provide an automated voice message. The CVRS is not a message recording system, and the sender of the call will not be able to leave a message or interact with the platform in anyway. The sender of the call will receive an automated message that generally indicates that the call is not able to be completed at this time. Standard toll-free rates apply to CVRS. Provider reserves the right to stop providing CVRS to Customer at any time for any or no reason. Provider does not make, nor does it intend to make, representations or warranties with respect to the Toll-free CVRS, including any representation that the CVRS will work in every event or error free. Customer shall remain responsible to complete inbound traffic to any Toll-Free number associated with their account, and in the event the CVRS is not able to complete a call for any reason, Customer shall remain responsible for any and all surcharges associated with incomplete calls.

1.13 **Activity.** Customer agrees it is responsible to pay for any and all activity related to the Services purchased by Customer, including but not limited to all international calls made from any IP address or registration credentials provided to or by Customer. Customer agrees that Provider shall have the right to, temporarily or permanently, at Provider's sole discretion, immediately terminate Customer Services or any communication if suspicious activity occurs. Examples of suspicious activities include, for example, traffic pumping, calls to certain destinations and excessive calling to free conference lines, and sending suspicious SMS or facsimiles as determined in Provider's sole discretion. The above shall in no way limit other rights of Provider with respect to prohibited activities or otherwise under law or equity. Customer acknowledges that Provider may institute mandatory DID ownership minimums of 1, 2, 3, or 12 months ("DID Ownership Minimum") for DIDs if Customer's average DID ownership does not exceed 30 days. Attempts to cancel service or port numbers away from Provider's network prior to the expiration of the DID Ownership Minimum period will result in the balance due being accelerated and due immediately. The process for determining the specific amount of time for the DID Ownership Minimum depends on several factors, including, but not limited to: (1) the purpose/use of the DIDs; (2) the monthly spending of the account; and (3) the DID purchase/release volume. Average ownership is measured by determining the start dates with Provider of each individual DID on the account (whether purchased or ported) and calculating the average from this data.

1.14 **Reclaiming Unused Numbers.** Provider may reclaim any telephone numbers that have not been used to pass traffic within the immediately preceding 120-day period.

2. **E-911 SERVICE**

2.1 **Enhanced 911 Versus Basic or Limited E911.** Provider's 911 dialing ("911 Dialing") is different from traditional 911 service. Provider's Customers have access to either basic 911 or Enhanced 911 ("Enhanced E911") service, depending on the capability of their emergency center. Customer warrants that

it shall provide the language in this Section 2 (E-911) or materially similar language to Customer's Subscribers, if resale is permitted.

Enhanced E911 Service. With Enhanced E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary.

Basic and Limited E911 Service. Customers in locations where the emergency center is not equipped to receive, capture, or retain your telephone number and/or address have basic 911 or limited E911. With basic 911 or limited E911, the local emergency operator answering the call may not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he or she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers upgrade to Enhanced E911 and become capable of receiving all of our customers' information, Provider will automatically upgrade customers with basic or limited 911 to Enhanced E911 service. Provider will not give you notice of the upgrade.

By using Provider's Service, you authorize Provider to disclose your telephone number, name, and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

2.2 You Must Notify All Users That 911 Dialing is Different Than Traditional 911 Service. You should inform all employees, guests and other third persons who may be present at the physical location where you utilize Provider's Service of the important differences in and limitations of Provider's 911 Dialing as compared with basic 911 or Enhanced E911. The documentation that accompanies the Services will include a label that details the potential non-availability of basic 911 or Enhanced E911 (the "911 Label"). **It is your responsibility, in accordance with the instructions that accompany the Service, to place the 911 Label on each device that you use with the Service. Do not block the handset from dialing 911 and do not require dialing "9" or any other digits prior to dialing 911.**

2.3 You Must Register the Location of Your Physical Address. For each phone line and telephone number that you utilize with the Provider's Service, you must register with Provider the physical location (including floor and suite number) where you will be using the Provider's Service with that phone number. It is incumbent on you to confirm the accuracy of your physical address. If you or any of your users have any changes to the physical location where you are using a phone number with Provider's Service, you must notify Provider immediately. Provider is providing a VoIP Trunking solution for businesses intended strictly for use at the physical address of the business. Users who are residential users or who have nomadic equipment or phones where the calling location changes as the device used with the Service moves to another location may not use Provider's Service. If you are a residential user or nomadic user who attempts to make unauthorized use of Provider's Service from the new location, 911 calls made will be sent to an emergency center near your old address. If Customer fails to provide an accurate physical address or fails to provide any address at all and dials 911, Provider reserves the right to charge Customer up to \$250.00 per call.

2.4 Outages May Disrupt Provider's Service and/or E911 Dialing.

Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Provider's Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the device used with the Service prior to utilizing the Provider's service, including 911 Dialing.

Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or Internet Service Provider ("ISP") Service. Service outages or suspensions or disconnections of service by the underlying broadband provider or ISP will prevent all Provider's Service, including 911 Dialing, from functioning.

Service Outage Due to Disconnection of Your Provider Account. Service outages due to disconnection of your account will prevent all Provider's Service, including 911 Dialing, from functioning.

Service Outages Due to Customer Premise Equipment, ISP or Broadband Provider Blocking of Ports or Other Acts. Your firewall, ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Provider's service is provided or otherwise impede the usage of the Provider's service. If you suspect this has happened to you, you should alert us to this situation, and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Provider's service is impeded, your Provider's service, including 911 Dialing, may not function. You acknowledge that Provider is not responsible for the blocking of ports by any firewall or third party or any other impediment to your usage of the Provider's service, and any loss of Provider's service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Provider service, you will continue to be responsible for payment for the Provider service charges unless and until you disconnect the Provider's service in accordance with the terms of your written agreement with Provider covering the Provider's services.

Other Service Outages. If there is a service outage for any reason, such outage will prevent all Provider's service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this agreement.

2.5 Network Congestion May Reduce Speed of Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Provider's Service as compared to traditional 911 dialing over traditional public telephone networks.

2.6 Changes to Your Address or Use of a Non-Native Number May Cause Delays in Assistance. Address changes through the process described in paragraph 2.3 above require processing, and delays in updating your new address in an applicable automatic location information (ALI) database may impair or restrict the ability of emergency personnel to help you. You should allow at least 12-24 hours for the ALI database to update before your new address will be available to emergency personnel, where available. In addition, if you move to a location that uses a different area code, exchange or other number system from the telephone number that has been assigned to you, processing your emergency call may be delayed by a local emergency center.

2.7 911 Dynamic Location Routing. 911 dynamic location routing enables users of the Service to send a header containing an address that will override the address the user registered for that DID. If the DID the user is dialing from isn't registered with an address, you will be charged a fee as detailed in the section above titled You Must Register the Location of Your Physical Address. Additionally, if the DID the user is dialing from isn't registered with an address, the call will go to a national call center to attempt to route the call to the correct emergency service provider and the address provided in the header will be ignored. If the user sends the header incorrectly or if Provider's provider cannot locate the address, it will default to the address that the user registered.

2.8 Disclaimer of Liability and Indemnification. Provider does not have any control over whether, or the manner in which, calls using Provider's 911 Dialing Service are answered or addressed by any local emergency response center. Provider disclaims any and all responsibility for the conduct of local emergency response centers. Provider relies on third parties to assist it in routing 911 Dialing calls to local emergency

response centers. Provider disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. None of Provider, its affiliates, or any of their partners, shareholders, members, directors, managers, officers, employees or agents may be held liable for any claim, cause of action, damage, loss, liability, expense, cost, fee, charge, or penalty, and by using the Provider's Service you hereby waive any and all such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties, arising from or relating to Provider's 911 Dialing Service unless such claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties arose solely from Provider's gross negligence or willful misconduct. You shall defend, indemnify, and hold harmless Provider, its affiliates, all of their partners, shareholders, members, directors, managers, officers, employees and agents, and any other service provider who furnishes services to you in connection with the Provider's Service, from any and all claims, causes of action, damages, losses, liabilities, expenses, costs, fees, charges, or penalties (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Provider's Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Provider's Service to be able to use 911 Dialing or access emergency service personnel.

2.9 You May Want to Make Alternate 911 Arrangements or Choose Not to Use Provider's Service. If you are not comfortable with the limitations of the 911 Dialing Service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Provider's Service.

2.10 Direct Access to 9-1-1 Service Required. A law called "Kari's Law" is effective at the federal level and there are also certain state Kari's law requirements. Kari's Law states that:

A business owner or operator that owns or controls a telephone system or equivalent system which utilizes Voice over Internet Protocol (VoIP) enabled service and provides outbound dialing capacity or access shall be required to configure the telephone or equivalent system to allow a person initiating a 9-1-1 call on the system to directly access 9-1-1 without an additional code, digit, prefix, postfix, or trunk-access code.

A business owner or operator that provides residential or business facilities utilizing a telephone system or equivalent system as described in subsection A, shall configure the telephone or equivalent system to provide a notification to a central location on the site of the residential or business facility when a person within the residential or business facility dials 9-1-1, provided that the business owner or operator's system is able to be configured to provide such notification without an improvement to the system's hardware. The requirement of this subsection does not require a business owner or operator to have a person available at the central location to receive such notification. Customer will comply with Kari's Law.

2.11 Outside the United States. If Customer uses the Service from a location outside the United States, Customer will not be able to use the E911 Service or place E911 emergency calls.

2.12 E911 Provisioning Intervals. Provisioning E911 Service may take additional time following the activation of the Service, during which time E911 emergency calling may not be available or additional fees may be incurred.

2.13 Required Information. In some circumstances, Customer may need to advise emergency service personnel of the nature of the emergency, the Customer's telephone number, or the Customer's physical location. If a call is disconnected for any reason, emergency service personnel may not be able to call the caller back, determine the Customer's physical location, or dispatch emergency personnel to the Customer's location.

2.14 **Physical Location.** For E911 Service to work properly, the E911 Service address in Provider's records MUST correspond to the physical location from which the Customer will use the Service. A P.O. Box is not sufficient to use as a physical address. The emergency service dispatcher will only send emergency service personnel to Customer's registered E911 Service address.

2.15 **Information.** Customer will be responsible for accurately providing Provider with all information necessary to ensure the accuracy of each Automatic Location Identification ("ALI") and Public Safety Answering Position ("PSAP"), including, but not limited to, all Direct Inward Dialing ("DID")/Direct Outward Dialing ("DOD") numbers, and a correct and valid emergency response address for each DID/DOD number. Further, Customer must furnish all updates of this information to Provider. All of Customer's information must be accurately provided and provisioned in the Automatic Number Identification ("ANI") database to provide full 911 service functionality. If a 911 call is made from an invalid, non-provisioned, or improperly provisioned telephone number, the call will not be normally and automatically routed to the correct PSAP and shall be routed to the backbone E911 provider's 24/7 Emergency Call Routing Center (ECRC). In such event, a per-call charge will be billed to Customer at a rate determined by Provider from time to time. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, and the Third-Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to the failure of Customer to provide Provider with accurate database entries and updates thereto. 911 calls rely on the proper assignment of caller ID and calls that are not properly assigned a provisioned number as a caller ID will result in call failures and/or incurred fees.

2.16 **Routing Solution.** Provider's designated E911 Vendor (which shall be included within the definition of "Third Party Provider") routes VoIP E911 calls by way of native 911 solutions where the Third Party Provider's backbone provider has access to the E911 Service infrastructure. The following limitations apply to Service(s) in regions where a native 911 solution is utilized:

- i. In the event of an address geo-coding or Master Street Address Guide ("MSAG") validation failure, the error records cannot be processed in real-time. Commercially reasonable efforts will be made to resolve the records in error. There may be instances that will prevent the correction of errors, causing delays in uploading data into the provisioning system; and
- ii. The E911 Service is predicated on using primary wireline Public Safety Answering Point ("PSAP") boundaries for routing the Service's emergency calls to the appropriate PSAP. The primary wireline boundary information is collected and is entered into a database for real-time queries for PSAP boundary lookup. Customer acknowledges that primary wireline PSAP boundary data may not be available for the entire United States and that 911 Service is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route a VoIP emergency call.

2.17 **Non-Native Solution.** If E911 Service is provided in regions where a non-native 911 solution is utilized, the following limitations apply:

- i. E911 Service uses wireless PSAP boundaries when a primary wireline PSAP boundary is not available. Therefore, the 24x7 PSAP DN provided when a caller places an emergency call may correspond to a PSAP other than the PSAP that would normally receive wireline emergency calls placed from the caller's location.
- ii. A caller's physical service address and call back number will not be presented to the PSAP; and/or
- iii. If a caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the caller to obtain information that would automatically allow them to dispatch

emergency services to caller's location. Each PSAP's internal processes will dictate how the call should or will be handled.

2.18 Additional Considerations. If an address provided for by Customer or Customer's Users cannot be recognized by the system and/or cannot be geo-coded, neither Provider or its Third Party Vendor, or such other third parties utilized by the same, assumes any liability or responsibility for providing emergency calling services for the telephone number associated with such address. In situations where emergency call routing uses the Emergency Call Routing Center ("ECRC"), and if caller cannot speak or identify his or her address; (ii) data connectivity between the address database and the ECRC is interrupted; or (iii) the caller's location information cannot be provided, Customer acknowledges that the Provider and any Third Party Vendor shall have no ability to assist the caller and Customer agrees to indemnify, defend, hold Provider, Provider's affiliates, and the Third Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party as a result of such instances. Customer understands and acknowledges and commits to informing its Users of the nature and limitations of 911 Emergency Dialing over the Service. Customer acknowledges and agrees that Provider and any Third-Party Vendor will not be liable for any Service outage and/or inability of a caller to dial 911 or to access emergency service personnel due to the characteristics and limitation of the Service. Customer understands that all calls must be delivered with the appropriate calling party number ("CPN") representing the caller's actual geographic location. Customer will be responsible for 911 configurations for all active CPNs. "Valid CPN" means the calling party's actual assigned ten (10)-digit telephone number within the North American Numbering Plan assigned by Provider, excluding special purpose phone numbers such as 8XX, 950, 555 and N11. Delivery of valid CPN is a material obligation of Customer under this Agreement. For outbound calls other than calls to 911, if Customer does not deliver valid CPN, Provider will use commercially reasonable efforts to complete the call. For 911 calls, if Customer does not deliver valid CPN, Provider cannot complete the call. Customer agrees to indemnify and hold Provider, Provider's Affiliates, and the Third-Party Vendors, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to the failure of Customer to deliver valid CPN.

2.19 E-911 Secondary Notification Service. When a 911 call is placed using the Services, a non-secure plain text notice may be sent to one or more Customer selected email addresses when the Customer purchases such a Secondary Notification Service from Provider. Provider does not guarantee, however, that any such notice will be sent or reach the Customer selected email addresses.

2.20 Call Volume. If the number of 911 calls from Customer's Users exceeds three percent (3%) of the total Subscriber Records managed on behalf of Customer in Provider's ALI database in any applicable month. Provider may charge Customer a \$5.00 surcharge per call. For example, normal call volume per month per Customer typically is approximately one to two percent (1-2%) of the total Customer's Subscriber Records managed on behalf of Customer in Provider's ALI database.

3. ORDERING THE SERVICE AND SUBSCRIBER SCREENING

3.1 Customer may order the Services offered by Provider by completing and submitting a Service Order, which may be done using an online form. The Service Order requires Customer to provide certain information including, but not limited to, Customer's name, billing address, email address, credit card or banking information. Such information must be accurate, current, and complete. Customer agrees to ensure that all such information will be kept always accurate and complete, and Customer will submit updates to Provider within five days after any change. Customer acknowledges that if it provides any information that is untrue, inaccurate, not current, or incomplete, Customer's rights to use the Services may be suspended or terminated without liability on the part of Provider.

4. **TERM**

4.1 This Agreement shall apply upon Customer's submission of a completed and signed Service Order, including one submitted online; provided that if Customer acquires access to or uses the Services without submitting a Service Order, then this Agreement shall immediately apply upon such use or access. Provider may provide Customer a Service Commencement Date when such date is known to Provider. Provider may change such date, without liability, in its sole discretion. Subject to the provision of the terms of this Agreement and unless a longer term is specified in the Service Order, either Party may terminate Services at any time, without further liability, except for the payment of fees that have accrued prior to termination. Customer must terminate Services by contacting its account manager. Any other form or written cancellation notification will NOT be accepted as proper cancellation notification.

4.2 Customer account cancellations are processed within 30-days of the cancellation submission. Customer shall remain responsible and shall pay all charges and fees associated with the Services that accrue up to termination. Customer MUST remove all provisioned Services. Failure to remove provisioned Services will result in a \$100 administration fee. Customer acknowledges that if it orders DIDs from Provider, such DIDs may have an ownership minimum of 1, 2, 3, or 12 months ("DID Ownership Minimum") for the DIDs, if Customer's average DID ownership does not exceed 30 days. Term of DIDs ordered hereunder shall be set forth on the Service Order and if not so-specified, shall be 12 months.

5. **NETWORK FACILITIES AND EQUIPMENT**

5.1 Customer shall be solely responsible for the acquisition, installation, testing, maintenance and security of its own equipment and network facilities needed for Customer and Users to utilize the Services, unless otherwise agreed in writing by the parties, including facilities between Customer's Point of Presence ("POP") and Customer's Users. Customer shall be solely responsible for any liabilities that arise from the equipment, software, and facilities provided by Customer and Customer's Users. Customer agrees to indemnify, defend, and hold Provider, Provider's affiliates, the Third-Party Vendors, and the parent companies, sister companies, employees, directors, officers, and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of the foregoing.

6. **DATABASE UPDATES**

6.1 Customer shall furnish all information reasonably requested by Provider in order for Provider to provide each Service. Customer shall ensure that all information and data that it has given or that it will give to Provider, including but not limited to Customer's billing information, mailing address and email address is current and accurate at all times. Provider shall have no responsibility to verify the accuracy of any information provided by Customer. Provider shall have no liabilities or obligations relative to any amount billed or notices delivered incorrectly as a result of inaccurate information provided by Customer and Customer's failure to correct or update the same. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, the Third-Party Vendors, and the parent companies, sister companies, employees, directors, officers, and shareholders of the same, and agents, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to Customer's failure to perform the foregoing obligation.

7. **UNLAWFUL AND PROHIBITED USE**

7.1 **Automated Calling Prohibition.** Unless Customer purchases the short duration calling Service from Provider, Customer agrees that all calls it originates through the Services shall be initiated by a human user and conducted by that human user. All calls, including but not limited to calls using Provider's short duration calling Service, must be made in compliance with robocalling laws. Unless otherwise agreed upon

in writing, Customer agrees that it shall not use the Services to initiate any automated communication. Customer shall ensure that any and all automatic Calling shall be at all times conducting in compliance with federal, state, and local laws regulations and rules.

7.2 General Prohibitions. Customer and Customer's Users are expressly prohibited from using the Service(s) in a manner that would, in any way, constitute or encourage conduct that is improper, including uses that are criminal in nature, that may give rise to a civil liability, or that otherwise violates any applicable laws or regulations. Examples of such improper uses include, without limitation, attempts at phishing or otherwise improperly attempting to gain access to financial information and making calls to numbers included in a government Do Not Call List. In addition, Customer and Customer's Users are expressly prohibited from using the Services: (i) for any abusive or fraudulent purpose; (ii) in a manner that enables Customer to avoid any obligation to pay for the Services; (iii) in a manner that is deemed to interfere with, disrupt, or present a risk to the Services, network, software, property, or security of Provider, its customers, its Third Party Vendors or other third parties, whether directly or indirectly; (iv) in a manner that results in usage inconsistent with Provider's expectations or the purpose for which Provider is providing the Services; (v) in a manner which involves illegal robocalling or illegal autodialing, (vi) in a manner which involves transmitting pornographic or obscene material, or (vii) in a manner that violates this Agreement, or the policies of Provider. Customer shall provide, at its cost, all reasonably necessary security equipment, software, facilities and other apparatuses to ensure that the Services are not used in a fraudulent or unauthorized manner, whether by Customer and any third party; and/or (vi) in a manner which violates the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, which prohibits, among other conduct, the following: (a) making a false or misleading statement to induce any person to pay for goods or services or to induce a charitable contribution; (b) misrepresenting a seller or telemarketer's affiliation with any government agency; (c) transmitting false or deceptive caller ID numbers; or (d) initiating or causing the initiation of calls that deliver prerecorded messages, unless the person called provided express written permission to call.

7.3 Rights. If Provider determines, in its sole discretion, that Customer is or any of its Users are using the Services in a manner that violates or is contrary to this section then Provider, as well as any effected Third-Party Vendors, shall have the right, without liability, to block, suspend or terminate the Services, or any part thereof, without notice. Customer shall be responsible for any liabilities and obligations arising from Customer's use of the Services that is contrary to or violates this section. Customer agrees to indemnify, defend, and hold Provider, Provider's affiliates, and the Third-Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of Customer's or Customer's User's violation of this section. If Provider, in its sole discretion, believes that Customer's or a User's actions or omissions may be considered criminal in nature, Provider may forward personally identifiable information to the appropriate authorities for investigation and prosecution. Customer hereby consents to such forwarding.

7.4 Use of Service outside the United States. Customer shall be liable for any and all use of the Service and equipment by any person outside of the United States. Transport or sale outside of the United States may result in a violation of U.S. or foreign technology import/export laws or rules; compliance with which is Customer's sole responsibility. Customer agrees to indemnify, defend, and hold Provider, Provider's affiliates, and the Third-Party Vendors and agents harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of the aforementioned.

8. STIR/SHAKEN

8.1 Provider will assign attestation levels based off its relationship with Customer and with phone numbers being used to make outgoing calls. Unless Customer signs its own calls under the SHAKEN framework, a partial attestation level will be assigned to calls that are sent using Provider's service from a DID that is not purchased through Provider. Provider is not responsible for the terminating carrier's behavior

for these calls such as blocking calls, tagging calls as spam or fraudulent, or rerouting to a different location based off this attestation level.

9. AUDIT AND LAW ENFORCEMENT.

9.1 Provider reserves the right to audit, track, and/or monitor Customer's use of the Services to (a) enforce the provisions of this Agreement; (b) conform to legal requirements or comply with legal process; (c) protect and defend the rights or property of Provider or any Third Party Vendors; (d) respond to request for identification in connection with a claim of copyright or trademark infringement, or unlawful activity; (e) act to protect the interests of Provider's customers; (f) conform to Provider's contractual obligation with any Third Party Vendor; or (g) provide the Services. Customer agrees that this Agreement is sufficient notice to Customer of such monitoring to the extent any notice is required under applicable federal or state law. Customers who violate the law may incur criminal or civil liability. Provider may refer such violators to government authorities for prosecution and, if needed for the related investigation, will fully cooperate with the government authorities. In the event Provider is required by court order, statute, government regulation, subpoena, or other governmental request to disclose Customer information or Customer's User's information (including, but not limited to Customer Proprietary Network Information ("CPNI")) to the authorities, Provider will duly and entirely cooperate. Customer must inform its Users of the provisions of this Section 9 (Audit and Law Enforcement).

10. PRIVACY

10.1 The Services utilize the public Internet and third-party networks. Provider and its Third-Party Vendors shall not be liable for any lack of privacy which may be experienced by Customer with regard to the Services. Customer shall be solely responsible for any liabilities arising from Customer's lack of privacy. Customer acknowledges that both Provider and Customer are bound to protect and use CPNI only in accordance with federal regulation. Specifically, if Customer has Subscribers, Customer may only use CPNI to (1) initiate, render, bill and collect for telecommunications services (as applicable under the terms of this Agreement) and (2) to protect the rights or property of Customer or Provider or to protect users of the Services and telecommunications carriers from fraudulent, abusive, or unlawful use of, or subscription to the Services.

11. CONTENT

11.1 Neither Provider nor any of its Third-Party Vendors operate or control the content transported by the Services. As such, neither Provider nor any of its Third-Party Vendors or agents shall have any liability or responsibility for the content of any communication or information transmitted via the Services. Customer agrees to indemnify, defend, and hold Provider, the Third-Party Vendors, and the parent companies, sister companies, employees, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of the content of any communication or information transmitted via the Services.

12. LOCAL NUMBER PORTABILITY (LNP)

12.1 If Customer desires to port a number either to or from Provider's network, Customer shall execute and/or deliver to Provider all documents and information requested by Provider, including, but not limited to, all required Letters of Authorization ("LOA"). Services ported away will only include the number itself and does not include removal of 911 or SMS services. Customer acknowledges and agrees that Provider shall have the right to refuse to port any number to its network for any lawful reason. Customer agrees that Provider, in its sole discretion, may port a number to any Third-Party Vendor selected by Provider in order to provide the Services, and that Provider may be required to be named as the Customer of Record for such number. Provider will make reasonable commercial efforts to execute all port requests; however, Provider has no

control over any porting process (either to or from Provider's Network). As such, Provider makes no guaranties or warranties that a number will be ported on a particular day, or that a submitted port request will result in the number being ported. Provider will inform Customer of port dates when such dates are known to Provider. Provider reserves the right to change the port date in its sole discretion. **Customer shall pay \$3.00/TN for any number ported from Provider's network.** Customer agrees to comply with all applicable rules, regulations, and orders, including but not limited to all FCC and public utility commission rules regarding number porting. Provider makes no warranty that the Service(s) associated with a number will be uninterrupted or error free during any porting process. Provider does not guarantee or warrant that numbers provided to Customer were not previously used in robocalling campaigns. Customer acknowledges that, if any account associated with the number being ported is canceled or suspended prior to the port date, such number may not be eligible for porting. It is Customer's sole responsibility and obligation to timely cancel its account(s) with the provider from which the number is being ported, and Customer shall be solely responsible for any contractual obligations it has with such provider and any applicable fees and charges, including early termination fees. Number porting is done at the Customer's sole risk. Under no circumstances shall Provider be liable for any damages, including, without limitation, loss of profits, associated with porting or not porting a number. Customer agrees to indemnify, defend, and hold Provider, Provider's Affiliates, and the Third Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of any number port requested by Customer, including those arising from any slamming complaints. Customer acknowledges that requests to port numbers away from Provider's network will be completed not less than seven (7) days from the date of the request. Customer agrees to comply with all reasonable LNP policies established from time to time by Provider and communicated to Customer in writing. Provider may modify its LNP policies at any time but shall provide at least seven (7) days prior written notice to Customer. Customer acknowledges that Provider is not always notified by underlying carriers when DID's are ported out from their network. Customer is responsible for monitoring Customer's DID stock to ensure Customer is aware of DID's which have been ported away.

13. PAYMENT TERMS.

13.1 Customer agrees that if a Service Order submitted by Customer is accepted by Provider, Customer shall pay all charges and amounts associated with the Services and Customer's account(s), regardless of whether such amounts result from fraudulent or unauthorized activities by third parties. Customer shall comply with Provider's billing and payment policies that are in addition to the provisions set forth herein, as the same may change from time to time in Provider's sole discretion.

13.2 Customer shall be responsible for accurately providing Provider with Customer's valid payment information, including the payment method, and maintaining and updating the same at all times. If Provider permits payment via check, payment shall be made to the address determined by Provider from time to time.

13.3 Customer shall ensure that all amounts billed hereunder are available each time Provider attempts to charge or debit any account designated for such purposes. Provider shall charge Customer a service fee in the amount of \$30.00 each time Provider attempts to charge or debit such designated account and such charge or debit is rejected due to insufficient funds.

13.4 If Provider charges Customer for Services pursuant to this Agreement and Customer places a chargeback with its credit card company for any reason, Provider shall charge Customer a fee in the amount of \$150.00. In addition, Provider shall consider credit card chargebacks as fraud if it believes that the amounts charged to Customer's account were proper pursuant to this Agreement. Provider will pursue all criminal and civil remedies available to recover losses incurred as a result of Customer's chargeback.

13.5 Customer hereby waives any and all claims, actions or suits against Provider and its Affiliates and releases the same from any errors, omissions and/or liabilities that may arise due to the processing of aforementioned charge or debit transaction.

13.6 CUSTOMER ACKNOWLEDGES THAT PROVIDER WILL NOT, NOR IS IT RESPONSIBLE TO, MONITOR CUSTOMER'S ACCOUNT(S) FOR FRAUDULENT OR UNAUTHORIZED ACTIVITIES, OR ACTIVITIES THAT MAY RESULT IN INCREASED COSTS TO CUSTOMER. CUSTOMER AGREES THAT IT IS ENTIRELY RESPONSIBLE TO MONITOR ALL ACTIVITIES ATTRIBUTED TO ITS ACCOUNT(S). IF CUSTOMER BELIEVES THAT ANY SERVICE IS BEING USED IN A FRAUDULENT, ILLEGAL, OR UNAUTHORIZED MANNER THROUGH ITS ACCOUNT, THEN CUSTOMER MUST NOTIFY PROVIDER OF SUCH ACTIVITIES AND PROVIDER WILL REASONABLY ASSIST CUSTOMER TO PREVENT SUCH INDIVIDUALLY IDENTIFIED ACTIVITIES.

13.7 Customer shall pay charges in addition to those charges normally associated with the consumption of the Services in those circumstances in which costs and expenses are generated by Customer and incurred by Provider, including but not limited to: (i) costs associated with Provider's employees, agents or third parties assisting Customer with problems relative to Customer's network, equipment or service outage if Provider determines that the outage was not a result of Provider's network or facilities; and (ii) costs associated with Provider's employees, agents or third parties compliance with criminal, quasi criminal or civil subpoenas, court orders, and/or the like, that relate to Customer or third parties that access and/or use the Services by and through the Customer.

13.8 Provider may require Customer to commit to and pay a minimum monthly fee for certain Services. Such minimum commitment shall be set forth on the respective Service Order. Customer acknowledges that if a minimum commitment is required by Provider at the time the Services is purchased, Customer shall be responsible for and shall pay the minimum monthly fee throughout the Term of the Services, regardless of whether Customer actually consumes any of the Services.

13.9 Customer is responsible for and must pay any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes, regulatory fees, and charges now in force or enacted in the future, as well as other additional costs that may arise as a result of the Customer's consumption of the Services. Similarly, Provider may pass through to Customer taxes, surcharges and fees owed by Provider to the extent permissible by law. Said amounts, if any, are in addition to set-up fees or charges associated with the consumption of the Services. In addition, Provider may assess a surcharge on Customer's services to help defray the cost of regulatory compliance. If Customer is exempt from paying any taxes or fees, Customer must provide valid, original documentation, acceptable to Provider, certifying that Customer is exempt. Tax exemption will only apply once Provider validates Customer's exemption request through Provider's third-party tax consultant which can take up to 30 days to complete. Customer will be responsible for all taxes and fees incurred during the validation process. The regulatory recovery fee may not be exempted. Applicable credits will be granted and applied based on positive verification and approval. Customer agrees to indemnify, defend, and hold Provider, Provider's affiliates, and the Third-Party Vendors harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to or arising out of any exemption claimed by Customer.

13.10 As a condition of accepting a Service Order, providing Services to Customer or continuing to provide Services to Customer, Provider may require Customer to make a security deposit, which shall be due upon Provider's written request. Upon termination of Services, Provider may apply such deposit to any fees, charges, or other amounts unpaid by Customer.

13.11 Provider may permit Customer to provide to Provider one or more payment facilities, including one or more credit facilities or credit card accounts, which may be provided in writing, through a secure

internet-based facility, or otherwise, to be used for payment of any amount due from Customer to Provider. Provider may draw any amount due from Customer to Provider from any payment facility provided by Customer.

13.12 For certain Services, Provider or its agent may provide invoices and related billing notifications to Customer by email. Provider or its agent will provide such invoices and related billing notification emails to one or more emails provided by Customer. Customer agrees that it is responsible to provide desired email addresses to Provider. Provider accepts no responsibility for invoices or related billing notifications that are not received by Customer due to an improper email address being provided by Customer and Provider accepts no responsibility for sending invoices or related billing notifications to any Customer provided email address. Provider accepts no responsibility for any interruption in Services or other harm caused to Customer due to one or more invoices or related billing notifications that are not received by Customer because the invoice or related billing notification was sent to an improper email address provided to Provider by Customer.

13.13 Provider may immediately suspend, restrict, or terminate the Services, without notice or liability, if Provider does not receive payment of all amounts billed to Customer by the required due date and/or all amounts that must be prepaid in order to continue the provision of the Services. In addition, Provider may add interest charges to any past-due amounts at a rate equal to the lesser of 2.5% per month or the maximum rate allowed by law, prorated for each day payment is past due. Service suspension or cancellation will result in Customer's loss of the numbers associated with the Services. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of the rights of Provider to collect the full amount of the charges for the Services. Customer agrees to reimburse Provider for reasonable attorneys' fees, and any other costs associated with collecting delinquent or dishonored payments. Provider may assess reinstallation charges against Customer in the event the Provider suspends, restricts, or terminates the Services as a result of Customer's nonpayment or breach of this agreement.

13.14 If Customer has prepaid for the Services, such Services shall be immediately suspended without notice at the time the fees for Customer's consumption of Services has reached the pre- payment amount. Customer is entirely responsible to monitor its consumption of Services and replenish any prepayment amounts when necessary to continue using the Services.

14. **TRAFFIC REQUIREMENTS.**

14.1 For conversational termination Services:

- i. Customer's Answer Seizure Ratio (ASR) in any 24-hour period must be above 60.0%; (ii) the Average Length of Call (ALOC) must be above 60.0 seconds in duration; and
- ii. (iii) 90% of total calls must be above 6 seconds in duration.

14.2 For Toll-Free origination Service, 90% of all incoming calls must be accepted by Customer's switch.

- i. In the event any of the requirements in this section are not met, Provider may, in addition to any other remedies available hereunder:
- ii. Charge Customer (retroactively and in the future) a surcharge of \$0.01 per call attempt for conversational termination Services and \$0.05 per call for Toll-Free origination services, which shall be in addition to all other fees and charges billed to Customer for its consumption of the Service(s); or
- iii. Modify its billing method and charge Customer for its consumption of Services in accordance with Provider's then current Short Duration Rate Deck.

15. BILLING DISPUTES.

15.1 In the event Customer disputes any amount billed by Provider, Customer shall notify Provider or its agent of such billing dispute by completing and submitting a "Billing Dispute Form" which can be obtained from Provider. Customer will pay the undisputed amount of the invoice. The existence of a dispute shall not relieve Customer from paying any amounts billed hereunder. All Customer disputes must be submitted to Provider within thirty (30) days of the billing date, or such dispute shall be forever waived. Upon receipt of a billing dispute, Provider shall reasonably investigate the dispute and provide Customer with a resolution based on the outcome of such investigation.

16. NON-DISCLOSURE.

16.1 Customer acknowledges that it may obtain from Provider information relating to Provider's or a Third-Party Vendor's Service or method of doing business which is of a confidential and proprietary nature, and which requires that certain steps be taken to ensure its protection (the "Proprietary Information"). Such Proprietary Information may include, without limitation, financial information, marketing and business plans, customer lists, business and contractual relationships, business forecasts, sales forecasts, sales activity and plans, customer data, current and proposed products and services and pricing, patents, patent applications, technology, databases, employee information, trade secrets, contracts, historical information, financial information, product and business requirements, business strategies, operating data, pricing, organizational structures, software programs, software source documents, know how, formulas, processes, ideas and inventions (whether patentable or not) and information about or from either party's vendors. Although certain information may be generally known in the relevant industry, the fact that Provider and/or a Third-Party Vendor uses the same may not be so known and, in such instance, would comprise Proprietary Information. Furthermore, the fact that various fragments of information or data may be generally known in the relevant industry does not mean that the manner in which Provider and/or a Third-Party Vendor combines them, and the results obtained by such combination are so known and, in such instance, would also comprise Proprietary Information. Customer shall not, without the prior written consent of Provider of the Proprietary Information, disclose Proprietary Information to any person or entity, except for the Customer's employees, contractors and consultants who have a need to know such Proprietary Information. The Customer may disclose Proprietary Information pursuant to a judicial or governmental request, requirement, or order; provided that the recipient take all reasonable steps to give Provider prior notice sufficient to contest such request, requirement, or order. Customer shall strictly protect Proprietary Information from disclosure. Because money damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to money damages.

17. COPYRIGHT, TRADEMARK AND UNAUTHORIZED USE.

17.1 The Service and any equipment, firmware or software used to provide the Service or provided to Customer in conjunction with the Service, and all information, documents and materials provided or offered by Provider may be protected by trademark, copyright or other intellectual property laws and international treaty provisions. Customer is only granted a nonexclusive, nontransferable, non-assignable, revocable license to use such equipment, firmware or software, information, documents, and materials (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and exclusively for use in connection with the Service. Any equipment, firmware or software, information, documents, and materials provided by Provider to Customer pursuant to this agreement shall be included in the definition of Services.

17.2 This Agreement shall not be construed to grant Customer or Customer's Users any right to use Provider's or Provider's affiliates', corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") or otherwise refer to the same in any marketing, promotional or advertising materials or activities. All such Marks usage must comply with Provider's trademark policy.

Customer agrees that Provider may identify Customer as a customer of Provider and recipient of the Service(s) for the purposes of marketing Provider's Services during the Term. Further, Customer hereby grants Provider the right to use Customer's logo/trademark on its website and other material solely for the purpose of advertising the sales by Provider of similar services to third parties.

18. MODIFICATION OF TERMS.

18.1 Provider has the right to and may, at any time, modify the terms and conditions of this Agreement, and to change or discontinue any aspect or feature of the Service(s) as it deems reasonably necessary. Notice of any such change shall be sent to Customer via email using the email address provided by Customer upon registration (or the email address that Customer provides from time to time for such purpose). Customer shall configure its email system to accept correspondence from Provider or its agent. Customer hereby consents to receive notifications and changes in electronic format and acknowledges that such format shall not affect the enforceability thereof. Such changes shall be effective immediately upon said notice. In addition to providing the above-mentioned notice, Provider shall publish the modified Agreement on its website. Customer agrees to review the Agreement on the website periodically so that it is aware of any and all modifications. Customer's use of the Services after notice of any such changes shall constitute Customer's conclusive acceptance of any and all such changes. In the event Customer no longer desires to receive notices via electronic methods, Customer shall provide written notification of such decision, at which time Provider may terminate Services without liability.

19. WEBSITE USE/WARRANTIES.

19.1 By accessing and using any Provider website, Customer acknowledges that it has read and agreed to the Terms of Use located on such site ("Terms of Use"), and, in addition to the terms and conditions contained herein, Customer agrees to all the terms and conditions therein, and consents to be bound and become a party thereto. Should the Customer not agree to, or not be able to comply with any of the terms and conditions of the Terms of Use, it shall immediately cease any use of Provider's website, as well as the Services, or terminate the registration process. Information, ideas, and opinions expressed on the Provider website should not be regarded as professional advice or the official opinion of Provider and Customer is encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Provider's website. Provider does not make any warranties or representation that the content and services offered on the Provider website are or will be, in any case, available, true, correct, or free from any errors. Provider may provide hyperlinks to websites not controlled by Provider ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites and Provider shall not have any liabilities to Customer or any third party arising from Customer's access or use of such third-party sites. Provider does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, the use of, inability to use or the content available on or through target sites.

20. GENERAL WARRANTIES.

20.1 THE SERVICE(S), DEVICES, EQUIPMENT, HARDWARE, SOFTWARE AND OTHER COMPONENTS OF THE NETWORK AND SERVICE ARE OFFERED AND PROVIDED "AS IS", "AS AVAILABLE" AND SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY FOUND HEREIN. PROVIDER AND ITS THIRD-PARTY VENDORS AND ANY THIRD PARTY THAT FURNISHES SERVICES TO PROVIDER OR ENABLES PROVIDER TO FURNISH SERVICE(S) TO CUSTOMER MAKE NO WARRANTIES OF ANY KIND REGARDING THE SERVICE(S), SOFTWARE OR EQUIPMENT PROVIDED HEREUNDER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY OF DATA, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE(S) WILL MEET CUSTOMER'S REQUIREMENTS, ANY WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SERVICE(S), OR AGAINST INFRINGEMENT OF ANY NATURE. IN ADDITION, PROVIDER, AND ITS THIRD-PARTY VENDORS AND ANY THIRD PARTY WHO FURNISHES SERVICES TO PROVIDER OR ENABLES PROVIDER TO FURNISH THE SERVICE(S) TO CUSTOMER MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. PROVIDER DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON BEHALF OF PROVIDER, ITS THIRD-PARTY VENDORS OR ANY THIRD PARTIES. ANY AND ALL STATEMENTS AND/OR DESCRIPTIONS CONCERNING THE SERVICES OR EQUIPMENT, IF ANY, BY PROVIDER OR ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT OR DESCRIPTIONS.

21. LIMITATION OF LIABILITY.

21.1 PROVIDER AND/OR ITS AGENT SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY OF ANY NATURE INCURRED BY CUSTOMER OR ITS USERS AND/OR ANY THIRD PARTY RESULTING FROM ACCESS TO THE NETWORK; ANY INTERRUPTION OF SERVICE(S); ANY LOST DATA, LOST TIME, OR OTHER SYSTEM RELATED DAMAGES; AND/OR DAMAGE OR LOSS OF PROPERTY OR EQUIPMENT. IN ADDITION, AND NOT TO LIMIT THE FOREGOING OR THE FOLLOWING, IN NO EVENT SHALL PROVIDER BE RESPONSIBLE FOR ANY LIABILITIES ARISING OUT OF: (A) THE SERVICE(S), FACILITIES OR EQUIPMENT PROVIDED BY CUSTOMER, CUSTOMER'S USERS, OR BY A THIRD-PARTY VENDOR (INCLUDING ANY AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR CUSTOMERS OF THE SAME); OR (B) ANY ACT OR OMISSION OF ANY THIRD PARTY, THE CUSTOMER OR CUSTOMER'S USERS.

21.2 IN ADDITION, AND NOT TO LIMIT THE FOREGOING, PROVIDER AND/OR ITS AGENT SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, TO THE CUSTOMER OR ANY THIRD PARTY, INCLUDING CUSTOMER'S USERS, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES.

21.3 IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF PROVIDER AND/OR ITS AGENT ARISING WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO PROVIDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

21.4 NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING MAY BE ASSERTED BY CUSTOMER RELATIVE TO THE SERVICE(S) OR THIS AGREEMENT.

21.5 IN THE EVENT A JURISDICTION DOES NOT ALLOW ANY OF THE ABOVE EXCLUSIONS OR LIMITATIONS OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIABILITIES AND WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

22. INDEMNIFICATION.

22.1 In addition to any other indemnification provisions herein, Customer agrees to indemnify, defend, and hold Provider, the Third Party Vendors, agents and the parent companies, sister companies, employees, contractors, directors, officers and shareholders of the same, harmless from and against any and all claims, liabilities, losses, judgments, damages and expenses, including without limitation attorneys' fees and costs of litigation, incurred or suffered by such party relating to Customer's or Customer User's acts or omissions, consumption and/or use of the Services and/or breach of this Agreement, including, without limitation, any claims asserted by any third party.

23. DISPUTE RESOLUTION.

23.1 This Agreement, and all other aspects of the use of the Services and the website, shall be governed by and construed in accordance with the laws of TEXAS, without regard to any choice of law rules. The above governing law provision applies regardless of the location of the Customer or where Customer or its Users use or pay for Services. Venue for any action brought hereunder shall be SAN ANTONIO, TX, and Customer hereby waives any rights to the contrary. In any proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights under this Agreement, the prevailing party may be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and enforce the final judgment.

24. MISCELLANEOUS.

24.1 **General Provisions.** This Agreement and any documents incorporated herein by reference constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, statements, or proposals concerning the Service(s), including representations, whether written or oral. No written or oral statement, advertisement or service description not expressly contained in this Agreement will be allowed to amend, contradict, explain, or supplement it unless agreed upon by Provider in a signed writing. Neither Customer nor Provider is relying on any representations or statements by the other party or any other person or entity that is not included as a Party to this Agreement.

24.2 **Force Majeure.** Except for the Customer's payment of charges for Services which have accrued, neither Party to this Agreement assumes the risk of any event, foreseeable or unforeseeable, and beyond the reasonable control of either Party, including but not limited to acts of God or the public enemy; riots or insurrections; war; accidents; fire; strikes; and other labor difficulties (whether or not the party is in a position to concede to such demands); embargoes; judicial action; lack of or inability to obtain licenses, permits or approvals, necessary labor, materials, energy, components, software, equipment or machinery; and acts of civil or military authorities, and in such event the party affected thereby shall be excused from performance hereunder.

24.3 **Survival.** The provisions of this Agreement that, by their purpose, are intended to survive the termination of Services shall so survive. Said provisions shall include, but shall not be limited to, those provisions that include indemnification clauses, limitations on liability, warranty limitations, billings, non-disclosure and Customer's obligations to pay for the Services provided, including any additional usage charges.

24.4 **Non-Waiver.** Failure by either Party to insist upon strict performance of any terms or conditions of this Agreement or failure or delay to exercise any rights or remedies provided herein or by law shall not release either Party from any of the obligations hereunder and shall not be deemed a waiver of any right to insist upon strict performance thereof or any rights and remedies herein.

24.5 **Third Parties.** Except as otherwise provided herein, including pursuant to Section 1.2, no third party shall be considered a party to or beneficiary of this Agreement or have any claim under this Agreement against either Customer or Provider.

24.6 **Assignment.** Customer may not assign its rights or obligations under this Agreement without the express written consent of Provider, including in the event of assignment by operation of law. Any such assignment in violation of this section shall be null and void.

24.7 **Business Relationship.** This Agreement shall not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the Parties. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.

24.8 **Notices.** Customer agrees that all notices shall be considered written and properly given if sent to Customer via the email address provided by Customer at the time of registration and as necessarily updated. Customer acknowledges that Notices may be sent by and through Provider's Ticketing System and that the email address provided to receive such tickets shall be sufficient to receive notices. Customer shall configure its email system to accept correspondence from Provider. Customer hereby consents to receive notifications in electronic format and acknowledges that such format shall not affect the enforceability thereof. In the event Customer wishes to not receive notices electronically, Customer shall inform Provider of such desire and Provider may, at its sole discretion, terminate the Service(s) without further liability. Notices to Provider shall be in writing to the addresses provided below and shall be deemed to have been duly given when: (a) delivered personally; (b) sent by commercial courier services or overnight mail or delivery; or (c) sent by electronic transmission (email) to the email addresses provided below.

DYNA RING, LLC
10003 NW Military Hwy, Suite 2213
San Antonio, TX 78231

Email: info@dynaring.co
Subject Line: Legal Notice

Notices or disputes pertaining to billing shall be sent to:

DYNA RING, LLC
Attn: Billing
10003 NW Military Hwy, Suite 2213
San Antonio, TX 78231